Wayfair's Chair-ades Challenge Sweepstakes 2025 Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION (AS DEFINED HEREIN) IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH META (FACEBOOK, INSTAGRAM, THREADS, AND WHATSAPP), YOUTUBE, TIKTOK, OR X.

BY PARTICIPATING IN THIS PROMOTION (AS DEFINED HEREIN), YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND HAVE READ, ARE FAMILIAR WITH, AND AGREE TO BE BOUND BY (A) THESE OFFICIAL RULES, WHICH INCLUDE A CLASS ACTION WAIVER, AS WELL AS (B) WAYFAIR'S TERMS OF USE. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE) AND DO NOT AGREE TO BE BOUND BY THESE OFFICIAL RULES AND/OR WAYFAIR'S TERMS OF USE, DO NOT PARTICIPATE IN THIS PROMOTION. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES AND TO THE DECISIONS OF THE SPONSOR (AS DEFINED HEREIN), WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

ELIGIBILITY: The Chair-ades Challenge Sweepstakes 2025 ("**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 at least 18 years of age and the age of majority in their jurisdiction of residence (19+AL/NE; 21+ MS) at the time of entry. Employees, officers, and directors of Wayfair LLC ("**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 household as such individuals (whether related or not) are not eligible to participate in or win the Promotion. Void where prohibited by law, rule, or regulation. Sponsor reserves the right to verify eligibility of all Entrants (as defined herein). All applicable federal, state, and local laws and regulations apply.

PROMOTION PERIOD: The Promotion begins on/about 12:00:01 AM Eastern Time ("ET") on May 13, 2025 and ends on June 3, 2025 at 11:59:59 PM ET (the "**Promotion Period**"). The computer clock of the Sponsor is the official timekeeping device in the Promotion.

HOW TO ENTER: There are two ways to enter the Promotion.

Method #1 (Via Instagram/TikTok): This entry method requires an Instagram or TikTok account (each, a "**Platform**") set to public and access to the internet. Creating an Instagram and/or TikTok account is free. To enter the Promotion, during the Promotion Period, you must complete all of the following steps on only one Platform (Instagram or TikTok):

- 1. Post a video on your public Platform account with you posing as a chair;
- 2. Tag @Wayfair in the caption of the post; AND
- 3. Include the hashtag #WayfairSweepstakes ("Required Hashtag") in the caption of your post.

Entries that do not include the Required Hashtag will not be valid.

Upon completion of the above steps, you ("Entrant") will automatically receive one (1) entry ("Entry") into the Promotion.

Method #2 (Online Entry Form): To enter the Promotion without posting a video on Instagram or TikTok, during the Promotion Period, you must complete and submit this form ("Online Entry Form"), providing your full name and email address. Upon submission of a completed Online Entry Form, you will automatically receive one (1) Entry into the Promotion.

LIMIT OF ONE (1) ENTRY PER PERSON REGARDLESS OF METHOD OF ENTRY.

Sponsor is not responsible for any incomplete Entries or any Entries not received by Sponsor.

By entering the Promotion, Entrant agrees that Sponsor may contact Entrant via email, Instagram direct message, or TikTok direct message (as applicable), and/or name or tag Entrant on Instagram or TikTok (as applicable).

Entries must be submitted by the Entrant. Automated or bulk Entries or Entries submitted by third parties will be disqualified. Any attempt by any individual to submit more than the stated number of Entries allowed by using multiple or different email addresses, identities, Platform accounts, registrations and logins, or any other methods will void that Entrant's Entries, and that Entrant may be disqualified. Multiple Entrants are not permitted to share the same email address or social media account. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address (i) registered to the social media account used to enter or (ii) used on the Online Entry Form, as applicable, will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The Potential Winner(s) (as defined herein) may be required to show proof of being the authorized account holder to Sponsor or forfeit the Prize. Entries specifying an invalid, non-working, or inactive email address or social media handle will be disqualified.

Entries, comments, and any other content submitted, published, or uploaded to any social media site or other public sites in connection with this Promotion, including without limitation photographs and videos, (collectively, "Content Submissions") may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than Entrant, or otherwise infringes on the privacy of any person other than an Entrant; (v) communicates messages or images inconsistent with the positive image and good will of Sponsor's brands; and/or (vii) violates any law. Any Content Submissions that contain such content will be disqualified. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Content Submission that it believes is inappropriate, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Promotion.

BY ENTERING THE PROMOTION, YOU GRANT TO SPONSOR AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE ANY CONTENT SUBMISSIONS INCLUDED IN/IN CONNECTION WITH YOUR ENTRY IN ANY AND ALL

MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SPONSOR-OWNED SOCIAL MEDIA CHANNELS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHTS TO GRANT THE LICENSE HEREIN, AND THAT YOUR CONTENT SUBMISSIONS AND SPONSOR'S USE OF SUCH AS AUTHORIZED HEREIN DO NOT (AND WILL NOT) INFRINGE ANY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, TRADEMARK, AND PRIVACY RIGHTS.

WINNER SELECTION: A total of eight (8) potential winner(s) (each, a "**Potential Winner**") will be chosen in a random drawing to be conducted by Sponsor or Sponsor's designee, whose decisions are final and binding in all matters relating to the Promotion. The drawing will be held on or about June 4, 2025 from all eligible Entries received by Sponsor during the Promotion Period.

PRIZES: Eight (8) prizes (each, a "**Prize**") will be available to be awarded during the Promotion and each will consist of the following:

One (1) \$1,000 electronic Wayfair Gift Card

LIMIT ONE PRIZE PER PERSON/HOUSEHOLD. The approximate retail value (ARV) of each Prize is \$1,000. The total ARV of all Prizes to be awarded during the Promotion is \$8,000.

Use of Gift Cards are subject to the Wayfair Gift Card Terms and Conditions.

Prizes may not be redeemed for cash and may not be transferred or substituted, except by Sponsor, which reserves the right to substitute the Prize with one of comparable or greater value, in its sole discretion

WINNER NOTIFICATION: The Potential Winners will receive a Prize notification and Prize claim information via email, Instagram direct message, or TikTok direct message, as applicable (each, a "Prize Notification") within forty-eight (48) hours after the drawing is completed, or as soon thereafter as reasonably practicable. Entrants are responsible for monitoring their email and direct messages. Sponsor is not responsible for any change in an Entrant's social media account and/or email address after Entry. The Potential Winners will have seven (7) calendar days from the time the Prize Notification is sent to confirm that the Prize Notification has been received in order to claim the Prize. A Potential Winner is subject to verification, including verification of age, and may be required to sign and return an Affidavit or Declaration of Eligibility and Liability/Publicity Release along with any other documents Sponsor, in its sole discretion, deems necessary to confirm eligibility of Entrant and award the Prize (collectively, "Documents"). If a Potential Winner cannot be contacted within a reasonable time period, does not timely reply to the Prize Notification, fails to properly fill out or return the Documents in the time period set forth in the Prize Notification or otherwise by Sponsor, if the Potential Winner is deemed ineligible for any reason, if any Prize Notification is returned undeliverable, or if the Potential Winner otherwise fails to fully comply with these Official Rules or for any reason declines to accept the Prize, they will forfeit the Prize, and an alternate Potential Winner will be selected by Sponsor in a random drawing from the remaining eligible Entries. Only one (1) alternate drawing will be held, after which any remaining Prizes will remain unrewarded. Once a Potential Winner has complied with all of the conditions herein, and their eligibility has been verified, they will be declared the official "Winner" of the Promotion.

ODDS OF WINNING: The odds of winning depend upon the number of eligible Entries received during the Promotion Period.

GENERAL PRIZE CONDITIONS: The Prize will only be awarded by Sponsor upon a Potential Winner's verification of eligibility by Sponsor, compliance with these Official Rules, and final verification by Sponsor. 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 thereof, and the Winner(s) agrees to look solely to such manufacturers for any such warranty and/or guarantee. Any unclaimed Prizes 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 by Sponsor are the sole responsibility of the Winners. The Winners may be required to provide a valid W9 before the Prize will be awarded. Depending on the actual retail value of the Prize awarded, the value of the Prize may be taxable as income, and Sponsor may be required to report the actual retail value of the Prize to the Internal Revenue Service ("IRS") under the applicable IRS regulations. An IRS 1099 tax form will be issued to the Winners for the actual retail value of the Prize received, where required.

Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. The Promotion Entities are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Prizes. Only the number of Prizes stated in these Official Rules will be available to be awarded in the Promotion.

PUBLICITY RELEASE: Except where prohibited or restricted by law and notwithstanding the fact that the Winner(s) may be required to sign a separate Affidavit of Eligibility and Liability/Publicity Release, Winner's acceptance of the Prize constitutes the Winner's grant to Sponsor (which grant will be confirmed in writing on request of Sponsor) to use and/or publish the Winner's full name, city and state of residence, Promotion Entry, and/or statements made by Winner(s) regarding the Promotion or Sponsor, Winner's voice, image, photographs, social media handles, and other likeness, and biographical information 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. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein, and Winners waive any right to inspect or approve any such use of any and every nature and kind.

MISCELLANEOUS: Entrants who do not follow all of the instructions, provide the required information in their Entry and/or Online Entry Form (as applicable) 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. Proof of sending or submission of Entry, or proof of completion of activity such as visiting Sponsor's social media page, will not be deemed proof of receipt of Entry by Sponsor.

PRIVACY: Personal information collected by Sponsor in connection with the Promotion will be used for administration of the Promotion, for Winner verification and awarding of the Prize, for fulfilling Sponsor's tax and reporting requirements and requirements to provide Winners' lists upon request, as applicable, and for potential research purposes. By entering the Promotion, all Entrants agree to Sponsor's use of their personal information as described herein and in accordance with Sponsor's

<u>Privacy Policy</u>. Please refer to Sponsor's <u>Privacy Policy</u> for important information regarding the collection, use, and disclosure of personal information by Sponsor.

RELEASE AND INDEMNIFICATION: 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, DEFEND, 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, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY, OR PRIVACY OR DEFAMATION, 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. Some jurisdictions may not allow limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

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 procedure outlined and (ii) in a random drawing, if 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 outside of Sponsor's control 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 online 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 are not responsible if any Prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or terrorism. The Promotion Parties may stop any Entrant from participating in this Promotion if such Entrant violates these Official Rules or acts, 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. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

SOCIAL MEDIA PLATFORM DISCLAIMER AND RELEASE. This Promotion is in no way sponsored or endorsed by any social media platform on which it may be posted, including but not limited to Meta (Facebook, Instagram, Threads, and WhatsApp), YouTube, TikTok, or X ("Social Media Platforms"), and by participating in the Promotion, all Entrants agree to release, 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 Promotion or any portion thereof, or the acceptance, use/misuse, or possession of any Prize (or activity related thereto).

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(s), 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(s) hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

WINNER'S LIST: To receive the Winners' list for the Promotion, send a self-addressed stamped envelope, within sixty (60) days of Winner selection date, to: Attn: Wayfair Giveaway Winners' List Chair-ades

Challenge Sweepstakes 2025, c/o Wayfair LLC, 4 Copley Place, Boston, MA 02116. Please reference the name of the Promotion, dates of the Promotion Period, and Prize with your request, otherwise your incomplete request will be discarded.

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