



## Wayfair Review Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

Wayfair Review Sweepstakes ("Promotion") begins at 12:00:00 PM Eastern Time ("ET") on the 20<sup>th</sup> of each month and ends at 11:59:59 AM ET on the 19<sup>th</sup> of the following month (the "Promotion Period"). For the avoidance of confusion, each monthly Promotion Period is a separate and distinct Promotion. *The computer clock of the Sponsor is the official time-keeping device in the Promotion.*

**EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT IS AT LEAST 18 YEARS OF AGE AND THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND IS FAMILIAR WITH AND AGREES TO ITS CONTENTS. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE AND DO NOT AGREE TO THESE OFFICIAL RULES, 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. Employees, officers and directors of Wayfair LLC (the "Sponsor"), and Sponsor's parent, affiliates, subsidiaries, and advertising, contest, fulfillment, and marketing agencies (all of such entities (including, but not limited to, the Sponsor) are collectively referred to herein as 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 THE SWEEPSTAKES:** To enter the Promotion, you must either:

- 1) Submit at least one review of a Wayfair product with a comment of any length during the Promotion Period; or
- 2) Mail-In Method of Entry: To enter the Sweepstakes without providing a review of a Wayfair product, 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, insert the paper in a #10 envelope and mail your entry via first-class mail to: Wayfair LLC, 4 Copley Place, Boston, MA 02116.



Each mail-in entry must be mailed separately. Wayfair is not responsible for late, lost, damaged, illegible or postage-due mail. To be eligible, your mail-in entry must be postmarked during the Promotion Period and received within seven (7) days after the end of such Promotion Period.

**Each review submitted by a customer during the Promotion Period will equal one (1) entry, with no limit on the maximum number of reviews submitted during the Period.**

**PROMOTION PERIOD, DRAWINGS AND ODDS OF WINNING:** Each promotion period will run monthly between the 20<sup>th</sup> of each month and the 19<sup>th</sup> of the following month. Promotion is only applicable to customers with a Wayfair account. The winner will be selected in an electronic, randomized drawing held on the 19<sup>th</sup> of each month from all eligible entries received throughout the Promotion Period. The drawing will be conducted by Sponsor, whose decisions are final and binding in all matters relating to this Promotion. Odds of winning depend on the number of eligible entries received.

**PRIZES:** One (1) Prize worth \$500 in Wayfair Rewards dollars will be awarded for each Promotion.

**WINNER NOTIFICATION:** The winner will receive a Prize notification via email and the Rewards dollars will be added to the winner's account balance within forty-eight (48) hours after the monthly drawing, or as soon thereafter as reasonably practicable. Sponsor is not responsible for any change in entrant's telephone number, mailing address, and/or email. Prize won by an eligible entrant who is a minor in his or her state of residence may be awarded to a minor's parent or legal guardian who must sign and return all documents. Winner (or winner's parent/legal guardian if winner is a minor) will have seven (7) calendar days from time of receipt of winning notification to confirm that the notification has been received in order to claim his/her Prize. A potential winner's identity is subject to verification, including verification of age. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned as undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that Prize and, if time permits, an alternate winner will be selected from among all remaining entries for that drawing.

**GENERAL PRIZE CONDITIONS:** The Prize will only be awarded by Sponsor upon potential winner's verification of eligibility (if requested by Sponsor), compliance with these Official Rules, and final approval by Sponsor. No prize substitution, cash equivalent of the Prize, transfer or assignment of Prize is permitted, except by Sponsor which reserves the right to substitute a Prize with one of comparable or greater value, in its sole discretion. Only customers whose reviews meet Sponsor's review moderation



guidelines are eligible for the Prize. All eligibility decisions and Prize details are determined at Sponsor's sole discretion. Any and all warranties and/or guarantees on a product purchased with a Prize (if any) are subject to the respective manufacturers' terms therefore, and winner agrees to look solely to such manufacturers for any such warranty and/or guarantee. 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 (or potential winner's parent/legal guardian if potential winner is a minor) 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 the 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 (and his/her parent/legal guardian if a winner is a minor) acceptance of Prize constitutes 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, whose review does not meet Sponsor's review moderation guidelines, or who do not 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. Online entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**PRIVACY:** Personal information collected by Sponsor will be used for administration of the Promotion and awarding of a Prize and for potential research purposes. In addition, by entering, entrants and/or winner (and their parents/legal guardians if entrant/winner



is a minor) agree to Sponsor's use of entrant's/winner's personal information as described in its 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.

**RELEASE:** By participating in the Promotion, all entrants and winner (and their parent(s)/legal guardian(s) if entrants/winner are minors) 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 participation in the Promotion, entrants and winner (and their parent(s)/legal guardian(s) if entrant/winner is a minor) agree that (1) under no circumstances will entrant and/or winner (or their parent(s)/legal guardian(s) if entrant/winner is a minor) be permitted to obtain awards for, and entrant and/or winner (or their parent(s)/legal guardian(s) if entrant/winner is a minor) hereby waives 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 and/or winner (or their parent(s)/legal guardian(s) if entrant/winner is a minor) be entitled to receive attorneys' fees. BY PARTICIPATING THE PROMOTION, ENTRANTS AND/OR WINNER (AND THEIR PARENT(S)/LEGAL GUARDIAN(S) IF ENTRANT/WINNER IS A MINOR) 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 AND/OR WINNER'S (AND THEIR PARENT(S)/LEGAL GUARDIAN(S) IF ENTRANT/WINNER IS A MINOR) REPRESENTATIONS, WARRANTIES OR OBLIGATIONS HEREIN; OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZE(S), OR ANY PRIZE-RELATED ACTIVITY. ENTRANTS AND/OR WINNER (AND THEIR PARENT(S)/LEGAL GUARDIAN(S) IF ENTRANT/WINNER IS A MINOR) 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 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 AND/OR WINNER (OR THEIR PARENT(S)/LEGAL GUARDIAN(S) IF ENTRANT/WINNER IS A MINOR) 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 (and their parent(s)/legal guardian(s) if entrant/winner is a minor) 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 winners' list for a specific Promotion, send a self-addressed stamped envelope to: Wayfair.com Review Sweepstakes Winner List Request, c/o Wayfair LLC, 4 Copley Place, 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