

Wayfair Professional Tastemaker Awards Official Contest Rules

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

The 2020 Tastemaker Awards ("Promotion") begins at 9:00:00 AM Eastern Time ("ET") on Tuesday, February 25th, 2020 and ends at 11:59:59 AM ET on March 16th, 2020 (the "Promotion Period").

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 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 2020 Tastemaker Awards are 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) and Canada (excluding Quebec) who are 18 years of age or older at the time of Promotion registration, are credentialed design professionals, and either join or already are a member of Wayfair's Professional Program. 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:

- 1) If you haven't already, create a business account at wayfairprofessional.com and follow us on Instagram @WayfairProfessional.
- 2) Post images of your space to your Instagram feed (make sure your profile is public so we can see them!
- 3) Give a brief description of the project, tag @WayfairProfessional, and include both #WFPtastemakers and #WayfairProStyle.

Entries must be received by 11:59:59 PM ET on March 16th, 2020. Please note: when you upload images to our gallery, you grant to Wayfair and its affiliates permission to use such images on their websites, in marketing materials (email, print, etc.), and in social media content.

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

CRITERIA FOR WINNER SELECTION:

Designs will be selected by celebrity judges based on:

1. Quality. The image must be high resolution (at least 600x600 pixels), possess strong dimension, and be aesthetically pleasing.
2. Inspiration. The image must provoke positive, sentimental feelings in the viewer.
3. Creativity. The image must display imagination and originality.

AWARDS:

After the Promotion Period, Wayfair's celebrity judges will select one or more winner(s) in accordance with the entrance requirements and criteria for winner selection set forth above for photographs ~~and videos~~ submitted in each of the following categories:

- Most Dramatic Renovation: Award given to overall best renovated residential space
- Best Residential Design: Award given to the best bathroom, kitchen, outdoor, home office, living room, bedroom or any other residential room
- Best Hotel Design: Award given to the best hotel space, lobby, pool, patio, hotel room/suite or any other hotel space
- Best Commercial Office Design: Award given to the best office space, work bar, collaboration space, lounge, cafeteria, open office concept, or any other office space
- Best Restaurant or Bar Design: Award given to the best restaurant, bar, patio, or any other dining space.

Decisions will be final and in the judges' sole discretion. Wayfair reserves the right to add or remove any of the categories set forth above, to select multiple winners of an award, or to select no winners of an award.

PRIZE:

The winner/in of each category will receive the following prize:

- A \$1,000 Wayfair gift card to be used with any of the Wayfair brand or affiliate websites;
- A feature on Wayfair's "Ideas and Inspiration" page; and
- A dedicated post on Wayfair Professional's social media brand channels.

WINNER NOTIFICATION:

Winners will be selected on or before May 1, 2020. Potential winners will receive award notification and award claim information via email within forty-eight (48) hours of selection by our judges, or as soon thereafter as reasonably practicable. Wayfair is not responsible for any change in an entrant's telephone number, mailing address, and/or email. Winner will have five (5) calendar days from time of receipt of winning notification to confirm that the notification has been received in order to claim his/her award. A potential winner's identity is subject to verification. 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 award and, if time permits, an alternate winner will be selected from among all remaining entries for the drawings received during the Promotion Period.

GENERAL PRIZE CONDITIONS:

The Prize will only be awarded by Sponsor upon a 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 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 manufacturer(s)' terms therefor, and the winner agrees to look solely to such manufacturer(s) 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 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, the 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, the 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 Wayfair Professional account at the 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.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 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 participating in 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 PARTICIPATING IN 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 REPRESENTATIVES 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(s) 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. All entrants and/or winner(s) hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction.

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 Contest 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, Boston, MA 02116