

**The RoomPlace® \$10,000 Furniture Giveaway Contest**  
**OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

**1. Eligibility and How to Enter**

The RoomPlace® \$10,000 Furniture Giveaway (the "Contest") is open only to legal residents of the state of Indiana, Illinois or Wisconsin who are 18 years of age or older as of the date of their entry into the Contest and who satisfy all other eligibility requirements contained in these Official Rules or applicable by law. Employees or agents of the RoomPlace® ("Sponsor" or "Administrator"), or any of their affiliated companies, advertising agencies or promotion companies involved in the Contest (collectively, the "Contest Entities") and each of their immediate family members or those living in the same household of Sponsor or any of the Contest Entities, as well as any of their successors or assigns, are not eligible to enter or win the Contest.

During the Contest Period (described in Section 2 below), there are 3 ways to enter:

A. *Text Message:* Using an SMS-enabled mobile device, an entrant must send a text message to the short code "37887" ("Short Code") stating the keyword "SPREE" ("Keyword"). Upon receipt of a valid Keyword, an entrant will automatically receive one (1) entry into the applicable Entry Period drawing ("Text Message Entry"). Only Text Message Entries to the Short Code with the valid Keyword be accepted as a valid Text Message Entry. See Section 5-"How to Claim a Prize," regarding how potential winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM CT on the Entry Period End Date noted in Section 2 to be entered into that Entry Period's Random Drawing. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this Contest. Entrants should consult their wireless provider's pricing plans. Consent not a condition of purchase. An entrant may, at any time, choose to stop participating in this Contest by sending an opt-out text message stating "STOP" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP" to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

B. *Mail-In Entry:* An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, date of birth (MM/DD/YYYY), and current Entry Period on a 3 1/2"x 5" card (a "Mail-In Entry") and mail it with sufficient postage to: The RoomPlace \$10,000 Furniture Giveaway, 1000 Rohlwing Road, Suite 46; Lombard, IL 60148 to receive one entry into the applicable Entry Period Random Drawing. All Mail-In Entries must be postmarked and received on or before the applicable Entry Period's Mail-In Entry Received By Date noted in Section 2 in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

C. Purchase: Any purchase by customer made during the contest time period will be automatically entered into the monthly drawing to win up to \$10,000 in furniture. If someone who made a purchase is picked as the winner, he/she will be reimbursed for their qualifying order (including delivery fee if applicable) AND will receive a store credit for the balance to reach \$10,000 ARV (approximate retail value). The maximum reimbursement amount is \$10,000 ARV.

D. *Entry Limit:* Regardless of the method of entry, there is a limit of **one entry per person or cell phone** during the entire Contest Period. If more than one entry is received from the same person or telephone number, only the first entry received may be considered valid.

## 2. Contest Period

The Contest begins on September 8, 2020 at 12:01 AM Central Time (“CT”) and ends on December 31, 2020 at 11:59:59 PM CT (the “Contest Period”). The \$10,000 Furniture Giveaway has one entry period, 9/08/2020 – 12/31/2020 – also noted below. There will be **four** drawings from all entries – text, mail-in and customer purchases. Entry period (the “Entry Period”) and prize drawings as set forth in the chart below:

\$10,000 Furniture Giveaway Drawing

| Entry Period | Start Date (at 12:01 AM CT) | Entry Period End Date | Random Drawing Date (on or about) |
|--------------|-----------------------------|-----------------------|-----------------------------------|
| 1            | 9/08/20                     | 10/05/20              | 10/12/20                          |
| 2            | 10/06/20                    | 10/31/20              | 11/09/20                          |
| 3            | 11/01/20                    | 11/30/20              | 12/09/20                          |
| 4            | 12/01/20                    | 12/31/20              | 01/09/21                          |

The Administrator’s computer is the Contest official clock.

## 3. Random Drawing

On or about the Random Drawing Dates set forth in Section 2, the Sponsor will randomly select one potential “Prize Winner” from among all eligible entries received for the applicable Entry Period. There will be a total of four winners: one from 9/8/20 thru 10/5/20, one from 10/6/20 thru 10/31/20, one from 11/01/20 thru 11/30/20 and one 12/01/20 thru 12/31/20. Each winner is considered a potential winner pending verification of his or her eligibility and compliance with these Official Rules.

## 4. Prizes, Approximate Retail Value (“ARV”), and Odds of Winning

Three Grand Prize Winners will each receive up to \$10,000 ARV of Sponsor’s furniture, mattresses or home décor, all priced at individual regular price without any discount or additional offer (the “Qualifying Product”). Grand prize Winners must order the Qualifying Product from Sponsor by January 31, 2021. Qualifying Product excludes sales tax and purchases of services (including fabric protection services). Purchase of gift cards or similar items are also excluded and no portion of the prize shall be redeemed for cash. The ARV of the Grand Prize is \$10,000.

There is a limit of one prize per person or household for the entire Contest. In no event will more than the stated number of prizes be awarded. If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility.

The odds of winning a prize depends on the number of eligible Contest entries received during the applicable Entry Period as well as eligible Contest entries received during prior Entry Periods that are carried forward.

#### **5. How to Claim a Prize**

Potential Prize Winners are subject to verification of eligibility and compliance with these Official Rules. Potential Prize Winners will be notified by telephone (if entered via Text Message Entry) or e-mail (if entered via Mail-In Entry or purchase) after the Random Drawings with instructions on how to claim their prize. A potential Prize Winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within 5 calendar days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on any requested documents within the stated time period may result in forfeiture of a Prize Winner's right to claim a prize, and may result in the prize being awarded to an alternate winner. If a potential Prize Winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the prize may be forfeited. If the prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries for the applicable Entry Period, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails or unanswered telephone calls, including e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole and absolute discretion. Contest Entities shall not be held responsible for any delays in awarding the prize for any reason.

#### **6. Publicity**

Each Prize Winner agrees to authorize Sponsor, the Contest Entities and their designees to use his or her names and/or likenesses and photographs of the Prize Winner and his or her Qualifying Product for advertising, publicity and promotional purposes in any media without further compensation or territorial or temporal restriction. Upon Sponsor's request, each Prize Winner will provide consent to such use in writing as a condition for the receipt of his or her prize.

#### **7. Taxes**

Each Prize Winner is responsible for paying any and all taxes on any prize received. Prize Winners may be required to complete and return any necessary tax documents prior to the issuance of a prize, including a W-9 form and/or provide a social security or taxpayer ID number. Prize Winners should consult a qualified tax advisor regarding any questions or concerns regarding tax liability.

#### **8. Privacy Policy**

Sponsors privacy policy is available at <https://www.theroomplace.com/info-and-policies>

## 9. Additional Rules, Releases, Restrictions and Disclosures

By participating in this Contest, entrants agree to abide by and be bound by these Official Rules and to waive any rights to claim ambiguity with respect to these Official Rules. In the event a Prize Winner is awarded a prize, and is later found to be in violation of these rules he or she will be required to forfeit the rebate and to reimburse Sponsor for the stated value. False, fraudulent or deceptive entries or acts shall render entrant ineligible for any prize.

By participating in this Contest, each entrant agrees that, in the event of any question or dispute with respect to these Official Rules or their interpretation (including the eligibility of potential Prize Winners, the determination of Qualifying Products, any compliance with these Official Rules or otherwise), **Sponsor's final decision, in its sole discretion, shall prevail and the decisions of the Sponsor shall final and binding on all parties.**

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of a winner in a manner it deems fair and reasonable, or the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an fraudulent or disruptive manner. Sponsor reserves the right to cancel this Contest if any fraudulent or dishonest act corrupts the administration, security or proper operation of this Contest. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he or she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential Prize Winners may be required to provide proof of identification and eligibility as required by Sponsor. In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the account associated with the mobile device used to complete the Text Message Entry based on the applicable carrier's records (or e-mail address stated on the Mail-In Entry based on the applicable provider's records). Each entrant may be required to show proof of being an authorized account holder. The "primary account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address listed by the e-mail provider). CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

By participating in this Contest or accepting a prize, each Contest entrant agree to indemnify and hold harmless Sponsor and the Contest Entities (collectively "Releases"), from any and all claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest (including (a) the violation of any third-party privacy, personal, publicity or proprietary rights; (b) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof; (c) human error; (d) any wrongful, negligent, or unauthorized act or omission on the part of any of the Releases; (e) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof); or (f) the negligence or willful misconduct by entrant, or the acceptance, possession or use or misuse of any prize, and to assume all liability in connection therewith. Releases shall not be liable to any Prize Winner or any other person for failure to supply the rebate offer or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releases' sole control. Without limiting the scope of the legal release provided, under no circumstance shall any participant in the Contest be permitted to seek or obtain and, by participating in the Contest, each participant waives all rights to claim, punitive, incidental, consequential or any other damages (other than for actual out-of-pocket expenses), or any and all rights to have damages multiplied or otherwise increased.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT

This Contest is subject to all applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the Contest or any rights and obligations of the entrants and Sponsor relating to the Contest, shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules. By participating in the Contest, each participant agrees that any and all disputes, claims and causes of action arising out of or in any way related to the Promotion shall be resolved individually, without resort to any form of class action, and exclusively by a court having competent jurisdiction located in Chicago, Illinois.

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

This Contest is sponsored and administered by TRP Acquisition Inc. d/b/a the RoomPlace®. 1000 Rohlwing Rd Ste 46; Lombard, IL 60148

For a copy of these Official Rules or a list of winners, please send a self-addressed, stamped envelope to: Marketing Department; The RoomPlace Corporate Office; 1000 Rohlwing Rd Ste 46; Lombard, IL 60148. Requests must be received by **January 31, 2020**.