

The RoomPlace® Conditional Rebate Offer (Let It Snow)

New Year's 2019 - 2020

OFFICIAL RULES, TERMS & CONDITIONS

THIS CONDITIONAL REBATE OFFER IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING CONDITIONAL REBATE OFFER IS VALID ONLY TO QUALIFYING CUSTOMERS (AS DEFINED BELOW), AND SHALL ONLY BE AWARDED TO QUALIFYING CUSTOMERS IN THE EVENT A SNOW EVENT (AS DEFINED BELOW) OCCURS. AWARD RECIPIENTS MAY BE REQUIRED TO COMPLETE AND RETURN DOCUMENTS, INCLUDING A W-9 AND OTHER TAX FORMS, IN ORDER TO RECEIVE THE CONDITIONAL REBATE OR THE CONDITIONAL GIFT CARD . **NO PURCHASE NECESSARY – SEE “HOW TO PARTICIPATE—ALTERNATE MEANS OF ENTRY” BELOW.**

Summary

Qualifying Customers can qualify for the conditional rebate offer described in these Official Rules & Conditions (the Conditional Rebate Offer”) by making a Qualifying Purchase at any the RoomPlace® store during the Qualifying Period. Subject to the terms, limitations and conditions set forth in these Official Rules, Terms and Conditions (the “Official Rules”), if the Snow Event (described below) occurs on February 1, 2020, the Qualifying Customer shall then be eligible to receive a rebate in the amount of the Qualifying Purchase.

How to Participate – Qualifying Customers and Qualifying Purchases:

To become eligible, a “Qualifying Customer”, must make a “Qualifying Purchase” of a “Qualifying Product” during the “Qualifying Period”.

Qualifying Customer:

A “Qualifying Customer” is a legal resident of the state of Indiana, Illinois or Wisconsin who is 18 years of age or older as of the date of the Qualifying Purchase and who satisfy all other eligibility requirements contained in these Official Rules or applicable by law. Employees or agents of the RoomPlace® (“Sponsor”), or any of their affiliated companies, advertising agencies or promotion companies involved in this Conditional Rebate Offer (collectively, the “Promotion Entities”) and each of their immediate family members or those living in the same household of Sponsor or any of the Promotion Entities, as well as any of their successors or assigns, may not be Qualifying Customers and are ineligible to receive any Rebate Amount or Conditional Gift Card (each as defined below).

Qualifying Purchase

A “Qualifying Purchase” is a final, non-cancellable and non-returnable purchase of a Qualifying Product from any of Sponsor’s retail stores during the Qualifying Period, which must be **paid in full and actually delivered no later than the end of business day on January 19, 2020**. Sponsor shall not be obligated to change its normal delivery practices in order to qualify any purchase as a Qualifying Purchase. Layaway sales, special orders or out of stock product purchases not paid in full and actually delivered by January 19, 2020, are excluded. Purchases other than through Sponsor’s retail stores (including Sponsor’s web site or Amazon.com) are also excluded. No returns, exchanges or cancellations subsequent to delivery are permitted (and any items so returned, exchanged or cancelled shall not be considered a Qualifying Purchase).

Qualifying Product

“Qualifying Product” is furniture, mattresses and home décor available for purchase through Sponsor’s stores or website. Qualifying Product excludes sales tax and delivery charges. Purchase of gift cards or similar items are also excluded.

Qualifying Period

The “Qualifying Period” for in store purchases is Sponsor’s normal business hours from December 27, 2019 through December 30, 2019.

Issue of Conditional Rebate following a Snow Event

Each Qualifying Customer will automatically be qualified for this Conditional Rebate Offer for their Qualifying Purchases of Qualifying Products. If a Snow Event occurs, the Qualifying Customer will have the opportunity to receive, subject to all the terms and conditions contained in these Official Rules, a rebate check in an amount equal to the total sum of all Qualifying Purchases made by the Qualifying Customer, excluding sales tax and delivery charges and other charges described above (the "Rebate Amount"). **If a Snow Event does not occur, a Qualifying Customer shall NOT receive the Rebate Amount or any other award, refund, rebate or compensation under this Conditional Rebate Offer.**

Snow Event

A "Snow Event" means that there has been at least four (4) inches (without regard to rounding of any type) of newly fallen snowfall at O'Hare International Airport, Chicago, Illinois, from 12:01 am to 11:59 pm on February 1, 2020 (the "Snow Date") as reported in the Local Climatological Data Daily Summary issued by the U.S. Department of Commerce, National Oceanic & Atmospheric Administration, National Environmental Satellite, Data and Information Service for Chicago O'Hare International Airport regarding the Snow Date (the "Snow Report"). Sponsor intends to review the Snow Report on or about February 4, 2020 or thereafter pending the issuance of the Snow Report. If for any reason the Snow Report for the Snow Date is not available to Sponsor on or about that date, Sponsor shall select a third party report regarding snow accumulation at O'Hare on the Snow Date to determine whether a Snow Event occurred. If an alternate report is also not available, Sponsor will determine whether a Snow Event has occurred in its sole discretion (which may include obtaining a report regarding snowfall in another location in Chicago, Illinois for the Snow Date). The actual snowfall measurement amount recorded will not be rounded up, and only the actual result will be considered. For example, if the actual snowfall measurement for the Snow Date reported in the Snow Report is 3.9 inches, a Snow Event will not have occurred.

How To Participate—Alternate Means Of Entry

A Qualifying Customer who otherwise does not receive a conditional rebate can qualify for this Conditional Rebate Offer without purchasing Qualifying Product by submitting a write-in entry in a postcard or card (a "Write-In Entry Form") that is no smaller than 3 x 5 inches and no larger than 4x 6 inches, and includes, in legible handwriting, such person's complete name, mailing address, phone number and date of birth. The Write-In Entry Form shall be mailed to Sponsor with proper postage to the RoomPlace Conditional Rebate Offer (Let it Snow); 1000 Rohlwing Road, Suite 46; Lombard, IL 60148. All Write-In Entry Forms must be postmarked by January 2, 2020 and received by Sponsor no later than January 7, 2020. There is a limit of one Write-In Entry Form per envelope or postcard and one Write-In Entry per Qualifying Customer, and duplicate entries will be deemed void. Write-In Entry Forms must contain all entry fields outlined above.

Should a Snow Event occur, one of the Write-In Entry Forms shall be selected by Sponsor at random, and the Qualifying Customer named on the Write-In Entry Form will be awarded a Sponsor gift card (the "Conditional Gift Card") in the amount of the average of the Rebate Amounts issued to the other Qualifying Customers for their Qualifying Purchases. The winner of the Conditional Gift Card will be informed by Sponsor within fifteen (15) days of the determination of a Snow Event, and the Conditional Gift Card will be issued as described in these Official Rules. A purchase will not improve a Qualifying Customer's chances of winning the Conditional Gift Card.

Conditional Rebate Offer Delivery:

In the event that a Snow Event does occur Sponsor intends to post a notice that the Snow Event had occurred at www.theroomplace.com/LetItSnow, although Sponsor may not be able to confirm that a Snow Event occurred until up to seven (7) business days following the Snow Date. Should a Snow Event occur, each Qualifying Customer will receive their rebate check in the amount of their Rebate Amount (and the Conditional Gift Card will be issued) within approximately 15 weeks after verification that the conditions of these Official Rules have been met. Qualifying Purchases must be confirmed paid in full at the time of rebate issue, and not otherwise cancelled or returned prior to a Qualifying Customer being eligible to receive their rebate.

Qualifying Purchasers must accept delivery of rebate payment or the Conditional Gift Card from Sponsor at Sponsor location where Qualifying Purchase was made, or as otherwise instructed by Sponsor and may be required to show identification. Sponsor will designate a date when rebate award will be available (the "Redemption Date"), and rebate award recipient must take receipt of their rebate award within 30 days of the Redemption Date or the rebate award will be void. All other costs related to rebate delivery and acceptance are the sole responsibility of each recipient including any and all applicable taxes (including local, state and federal income taxes). All rebate awards are non-transferrable and non-assignable.

Publicity

Each Qualifying Customer agrees to authorize Sponsor, the Promotion Entities and their designees to use his or her names and/or likenesses for advertising, publicity and promotional purposes in any media without further compensation or territorial or temporal restriction. Upon Sponsor's request (and if requested as a condition to receipt of a rebate award or Conditional Gift Card), Qualifying Customer will provide consent to such use in writing.

Taxes

Each Qualifying Customer, if any, is responsible for paying any and all taxes on any rebates or gift card received and authorizes the deduction of such taxes, if any, from the rebates to the extent required by law. Rebate or gift card recipients may be required to complete and return any necessary tax documents upon receipt of rebate award payment a W-9 form and/or provide a social security or taxpayer ID number. Rebates or gift cards in excess of certain amounts may be subject to federal or state income tax withholding requirements and each Qualifying Customer authorizes Sponsor or its designee to withhold such amounts. Qualifying Customers should consult a qualified tax advisor regarding any questions or concerns regarding tax liability.

Decision of Sponsor Final

By participating in this Conditional Rebate Offer, each participant agrees that, in the event of any question or dispute with respect to these Official Rules or their interpretation (including the eligibility of Qualifying Customers, the determination, eligibility and categorization of Qualifying Purchases or Qualifying Products, the amount of any Rebate Amount or Conditional Gift Card, the occurrence of a Snow Event, 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.** Sponsor reserves the right to stop this promotion at any time, without notice, and only honor those purchases made prior to the cancellation of the promotion.

Additional Rules, Restrictions and Disclosures

By participating in this Conditional Rebate Offer, Qualifying Customers agree to abide by and be bound by these Official Rules. In the event a Qualifying Customer or Qualifying Participant is awarded a rebate, 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's ineligible for any rebate. 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 Conditional Rebate Offer or to be acting in violation of these Official Rules or in an fraudulent or disruptive manner. Sponsor reserves the right to cancel this Conditional Rebate Offer if any fraudulent or dishonest act corrupts the administration, security or proper operation of this Conditional Rebate Offer or should any changes from normal weather patterns occur resulting from nuclear reaction, nuclear radiation or radioactive contamination.

By participating in this Conditional Rebate Offer accepting a rebate or Conditional Gift Card, Qualifying Customers agree to indemnify and hold harmless Sponsor and the Promotion 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 Conditional Rebate Offer, or the acceptance, possession or use or misuse of any rebate or Conditional Gift Card, or participation in rebate

or Conditional Gift Card related activities (including any travel related thereto), and to assume all liability in connection therewith. Releases shall not be liable to any Qualifying Customer 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 Conditional Rebate Offer be permitted to seek or obtain and, by participating in the Conditional Rebate Offer, 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.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of this Conditional Rebate Offer or any announcements related to it.

This Conditional Rebate Offer 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 Conditional Rebate Offer or any rights and obligations of the participants and Sponsor relating to the Conditional Rebate Offer, 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 Conditional Rebate Offer, 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.

Odds of being eligible for a Conditional Rebate or winning a Conditional Gift Card are dependent on the odds of a Snow Event occurring on the Snow Date, and, in the case of winning a Conditional Gift Card, the number of Write-In Entries. The retail value on the Conditional Gift Card and any Rebate Amount is dependent on the Qualifying Purchases of Qualifying Product made. This Conditional Rebate Offer 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 send a self-addressed, stamped envelope to: Marketing Department; The RoomPlace Corporate Office; 1000 Rohlwing Rd Ste 46; Lombard, IL 60148. Rules requests must be received by February 2, 2020.

Applies to in-store purchases only, the total purchase price minus sales tax and delivery, of all purchases made between 12:00am Friday December 27, 2019 and 11:59pm Monday December 30, 2019 will be refunded if the official snowfall total recorded at O'hare International Airport is 4 inches or more on February 1, 2020. Delivery must be taken by January 19th to be eligible for the refund Excludes any previous purchases or offers. To receive conditional rebate, purchaser must submit a completed W9 tax form to The RoomPlace. Full rules and regulations available in-store or online at www.theroomplace.com/letitsnow.