

SNOOZESTAKES SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to legal U.S. residents of the state of Ohio who are 21 years or older and who reside within 25 miles of any Sleep Outfitters store located in the state of Ohio. Void where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. **By participating, you agree to these Official Rules and Sponsor's decisions, which are final and binding in all respects and are not subject to appeal.**

- 1. OVERVIEW:** Sleep Outfitters USA plans to offer a Snoozestakes Giveaway Sweepstakes (individually, and collectively, the “**Sweepstakes**”) promotions in connection with a store opening in Toledo, Ohio. This promotion will begin on October 20, 2020 at 12:00:00 AM Eastern Time (“ET”) and will end on December 7, 2020 at 12:00:00 AM ET. The winners will be announced on November 23, 2020.

There are two (2) methods of entry for this promotion: (1) eligible participants may enter in-person at any of the stores opening near Toledo, Ohio; or (2) participants may enter online through the specially designated website listed below (“**Website**”). NEITHER YOU NOR ANY MEMBER OF YOUR HOUSEHOLD MAY WIN MORE THAN ONE (1) PRIZE IN THE SNOOZESTAKES SWEEPSTAKES PROMOTION.

Sponsor reserves the right to prospectively cease offering sweepstakes promotions for any reason by posting notice to such effect at the reception area at Sleep Outfitters stores at least two (2) weeks prior to the scheduled commencement of the next sweepstakes promotion. Absent extraordinary circumstances (e.g., a natural disaster, governmental action, civil commotion, epidemic, riot or other force majeure event), Sponsor will NOT cancel a given sweepstakes promotion once it has already commenced.

- 2. ELIGIBILITY:** Each Sweepstakes is open to open only to legal U.S. residents, who are age 21 years or older and who reside within 25 miles of any Sleep Outfitters store location in Ohio. Employees, officers, and directors of Sleep Outfitters USA (“**Sponsor**”) and their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, (collectively, the “**Sweepstakes Entities**”) and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.
- 3. SPONSOR:** Sleep Outfitters USA, 1056 Wellington Way, Suite #200, Lexington, KY 40513.
- 4. HOW TO ENTER:** There are two (2) ways to enter:

- a. **In-Store:** Request an official entry form at the reception area at any Ohio Sleep Outfitters store participating in this promotion, then fill it out with all required information (name, street address, e-mail address, and phone number) as well as your agreement to be contacted by Sponsor via telephone, e-mail, and/or United States Postal Service mail for promotional marketing/advertising purposes. Deposit the completed entry form in the designated entry box by the entry deadline (i.e. the sweepstakes end date) posted in the reception area of the store. **DO NOT** give the completed entry to a store associate or to any other person/employee in the store. If a Sleep Outfitters store runs out of entry forms before the entry deadline, you may instead print the above information on a 3" x 5" paper along with the signed statement "I AGREE TO BE CONTACTED BY SLEEP OUTFITTERS VIA PHONE, E-MAIL OR U.S. POSTAL MAIL FOR MARKETING/ADVERTISING PURPOSES, AND WAIVE MY RIGHTS UNDER ANY DO-NOT-CALL OR SIMILAR LIST" and then deposit it in the entry box.
- b. **Online:** Go to [sleepoutfitters.com/snoozestakes] (the "**Website**") and fill out the online entry form with your name, street address, e-mail address, and phone number, then check the box to signify your agreement to be contacted by Sponsor via telephone, e-mail, and/or United States Postal Service mail for promotional marketing/advertising purposes and submit. You will then be entered with one (1) entry to the Sweepstakes.

LIMIT: ONE (1) ENTRY PER PERSON PER SWEEPSTAKES, REGARDLESS OF METHOD OF ENTRY. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. You must agree to be contacted by Sleep Outfitters for promotional marketing/advertising purposes in order to be entered in the sweepstakes. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. By registering, you agree that Sponsor may contact you via social media, including on Facebook, Instagram or Twitter by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the participant. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, and/or entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

Submission of entry is the sole responsibility of participant. The following actions will result in a person's entry being declared void and disqualification from the corresponding sweepstakes promotion then offered by Sponsor:

- (a) failure to follow all instructions of Sleep Outfitters (as applicable) store associates and/or management or acting in a belligerent, anti-social or otherwise inappropriate manner toward Sleep Outfitters (as applicable) store associates, management or other persons;
- (b) violation of these Official Rules, including the entry limit for a given sweepstakes promotion (i.e., "stuffing the ballot box");
- (c) any attempt to defraud Sponsor in conjunction with participation in any sweepstakes promotion.

In addition, if Sponsor determines that the actions of a given person are sufficiently egregious, blatant or repeated, he/she may be

- (a) prohibited from participating in all future Sweepstakes promotions offered by Sponsor, whether offered at Sleep Outfitters stores;
- (b) prohibited from participating in ANY future sweepstakes/contest promotions or other offers of Sponsor, whether available in conjunction with Sleep Outfitters stores; and/or
- (c) subject to civil and/or criminal prosecution under applicable law, with Sponsor reserving its right to pursue all available legal remedies.

- 5. SELECTION OF WINNERS:** On or about December 7, 2020, Sponsor will select the potential winners in a random drawing from among all eligible entries received from participating Sleep Outfitters stores for such sweepstakes promotion. Entries received for a given sweepstakes promotion are valid only for that specific sweepstakes promotion and will not be retained for future Sweepstakes promotions. The odds of winning are based on the number of eligible entries received for that Sweepstakes. Potential winners will be notified by phone and/or e-mail, in Sponsor's sole discretion. Award of any prize is contingent upon potential winner completing and signing an Acknowledgement of Rules Compliance & Release ("**Acknowledgement & Release**"), to be provided at time of winner notification.

If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Acknowledgement & Release within the required time period (if applicable), or if potential winner and his/her companion are unavailable to travel within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will

award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries.

In order to claim any prize, potential winner must return to the Sleep Outfitters store where potential winner entered the Sweepstakes and go to the reception area, ask for the store manager, then provide him/her with valid government-issued photo identification (e.g., driver's license), as well as the completed and signed Acknowledgment & Release. (Potential winner must claim his/her own prize; a third party cannot claim the prize on his/her behalf.) A PRIZE POTENTIALLY WON MAY ONLY BE CLAIMED AT THE SLEEP OUTFITTERS STORE WHERE THE POTENTIAL WINNER ENTERED THE SNOOZESTAKES SWEEPSTAKES PROMOTION. Prize must be claimed within thirty (30) days of date of notification; prize materials will not be held or stored for winners after the expiration of such thirty (30) day period. Winner must take possession of prize at time of prize award. Prize will be forfeited without compensation and may be awarded to an alternate selected from among all remaining eligible entries received for the that Sweepstakes under the following circumstances:

- (a) if the Acknowledgment & Release is not properly completed and signed; or
- (b) if potential winner is determined to be ineligible or not in full compliance with these Official Rules by store manager of Sleep Outfitters store (as applicable), in his/her sole discretion (e.g., if furnished identification is not satisfactory).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

PRIZES: Twelve (12) Prizes will be awarded, as follows:

1. One (1) Grand Prize: A Smarter Sleep Solution package containing a mattress, base, pillows, sheets, protector, etc. Approximate Retail Value ("ARV"): \$5,000.00
2. Two (2) Second Prizes: A Smarter Sleep Solution package containing a mattress, base, pillows, sheets, protector, etc. ARV: \$2,500.00
3. Three (3) Third Prizes: A store gift card: ARV:\$500.00
4. Three (3) Fourth Prizes: A pillow set: ARV: \$159.00
5. Three (3) Fifth Prizes: A set of sheets, pillows and protectors. ARV: \$450.00

Total ARV of all prizes to be awarded: ARV: \$13,327.00.

PRIZE RESTRICTIONS: Limit one (1) prize per person, per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not

specifically stated herein, including but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

- 6. GENERAL CONDITIONS:** This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor, and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries, technical failures or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If a sweepstakes promotion cannot be conducted as originally planned at one (1) or more Sleep Outfitters store locations due to any cause beyond Sponsor's control (including a *force majeure* event or other contingency whether or not reasonably foreseeable by Sponsor), Sponsor may cancel/suspend/modify such sweepstakes promotion and select the winners for such affected sweepstakes promotion in a random drawing from among all eligible entries received for such affected sweepstakes promotion at each such affected Sleep Outfitters store location prior to and/or after (as appropriate) the action taken by Sponsor and from among all eligible entries received for such sweepstakes promotion at *unaffected* Sleep Outfitters store location(s), if any, or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules; notice of such action by Sponsor will be posted at the reception desk at all Sleep Outfitters store locations involved. Sponsor's failure to enforce any provision of these Official Rules in a given instance with regard to a particular sweepstakes promotion is NOT a waiver of such provision. Sponsor disclaims any and all liability for errors in sweepstakes promotion advertising material.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:

Except where prohibited by law, by accepting prize, winner agrees to grant to Sponsor (which grant will be confirmed in writing on request) the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but

not limited to the world wide web, at any time or times, his/her name, image, portrait, photo, voice, likeness, opinions and biographical information (including but not limited to hometown and state), and other indicia of persona for advertising/trade/publicity purposes (including the announcement of his or her name on television or radio broadcast) by Sponsor and its designees without further consideration, compensation, permission, or notification. (Advertising/trade/publicity purposes include but are not limited to Sponsor's public announcement of the winners at Sleep Outfitters store[s], as applicable, and perhaps elsewhere.) By participating, entrant releases and agrees to hold harmless Sponsor, its parent, subsidiaries, affiliated companies, individual Sleep Outfitters store locations and their respective directors, officers, employees and agents, from any and all liability arising from participating in the Sweepstakes or the acceptance, possession, receipt or use/misuse of any prize. By participating in this Sweepstakes, entrant agrees that Sponsor and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing, website providers, web masters, and their respective officers, directors, employees, representatives, and agents (the "**Released Parties**") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize, entry, or participation in this sweepstakes or in any sweepstakes related activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The released parties are not responsible if any prize cannot be awarded due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, epidemic, pandemic, or terrorism. By participating in this Sweepstakes, entrant agrees that the released parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages to persons, including death, or to property arising out of access to and use of any website associated with this sweepstakes or the downloading from and/or printing material downloaded from such site.

8. **DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Kentucky or the appropriate State Court located in Fayette County, Kentucky; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kentucky.

9. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit <http://www.sleepoutfitters.com/snoozestakes> For a list of winners available send a self-addressed, stamped envelope for each sweepstakes promotion are available by sending an e-mail to marketingteam@sleeponthebest.com. Be sure to include SNOOZESTAKES WINNERS and the start and end dates of the sweepstakes promotion you are inquiring about in the subject line. Winners' list requests must be received within three (3) weeks after the end date of a given sweepstakes promotion (at 5:00 p.m. Eastern Time).

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