

Rooms To Show Photo Contest

Official Rules

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY. Roomstogo.com, Inc. ("Sponsor") of the "Rooms To Show Photo Contest" (the "Promotion") is only open to those who, as of the start date, are legal residents of Alabama, Georgia, Florida, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas and Virginia and who have reached the age of majority in their state of residence. The Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies involved in the administration of this Promotion, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director), are not eligible to enter.

2. TIMING. The Promotion entry period begins at 12:00 AM Eastern Time ("ET") on 10/7/22 and ends at 11:59:00 PM ET on 12/7/22 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Promotion. Winners will be selected on or about 12/17/22.

3. HOW TO ENTER. To enter, go to www.roomstogo.com/landing/ugc-contest and follow the instructions for entering.

This is a contest where customers will be prompted to upload their best photo of Rooms To Go Furniture in their home. To enter your submission (each an "Entry"), upload a JPG or PNG file of your entry to www.roomstogo.com/landing/ugc-contest and submit your entry through the website. Any other attempt to submit an entry is void.

Limit 10 entries maximum per person. Multiple entries, mass entries, and entries generated by script, macro, or other automated means or by any means that subvert the entry process will be void.

Complete all requested information during the entry process in accordance with the on-screen instructions. You must complete all required information to be eligible to win. All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible or misdirected entries, which will be disqualified.

In the event of a dispute as to an entrant's Entry, the natural person who is the authorized account holder of the email address will be

deemed to be the entrant, but only if that person is otherwise eligible to enter the Promotion. The “authorized account holder” is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of entry by Sponsor.

4. INTELLECTUAL PROPERTY LICENSE AND RELEASE: You represent, warrant and agree that you are the sole creator of the Entry or, if you are not the sole creator of the Entry, you have the express permission of any person who helped you prepare the Entry, and to grant the rights you grant herein. By submitting an Entry, you irrevocably grant to Sponsor and those acting with its authority, the exclusive unrestricted, absolute, irrevocable, perpetual, worldwide right and license to use your Entry, name, address, likeness, voice, biographical and personal background information, and statements, without further compensation, consideration, or notice or permission, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Entry or any part thereof, whether alone or in combination with other materials, in any media now known or hereafter developed, in connection with any purpose, including but not limited to advertising, promotion, publicity, and trade. The rights granted under this paragraph shall extend to all Entries and all other submitted materials related to the Promotion, including those submitted by non-winners and winners. By submitting your Entry, you also represent, warrant and agree that you have all rights, approvals and/or consents necessary to submit the Entry on the terms provided and your Entry does not infringe on the copyright of another party or the rights of any other person or entity or any law. Your Entry must not contain any inappropriate or offensive materials, as determined by Sponsor. Any Entry, which in the sole opinion of Sponsor, is deemed inappropriate (e.g., defamation, nudity, pornography, gratuitous violence, inappropriate language, obscene, illegal, racially or morally offensive or likely to transmit or contain a virus, corrupted file or any similar element, etc.) or is inconsistent with the theme or image of the Promotion may be rejected and will result in disqualification. Entries must comply with all laws, rules, and regulations including, but not limited to, those concerning copyright, plagiarism, trademark, defamation and invasion of privacy. YOU WILL NOT BE PAID FOR YOUR ENTRY or for granting any of these rights. You agree to waive all claims to and shall receive no royalties of any kind now or in the future from Sponsor, its affiliates, or its licensees, successors and assigns for use of your Entry or otherwise, and you represent, warrant and agree that no other party is entitled to claim royalties from the use of the Entry and that your Entry is not subject to any collective bargaining agreements.

5. SELECTION OF WINNERS: Sponsor or its designees as judges will select winners on the basis of quality of image. Sponsor or its designees as judges define quality based on the subjective criteria of lighting, angles, styling of the furniture and overall quality of the photo. Sponsor reserves the right to select or disqualify any entries as it deems appropriate, at its sole discretion. Sponsor’s and judges’ decisions are final on all matters relating to this Promotion. Return of any prize or prize notification as undeliverable, the inability of the Sponsor to contact the potential winner after reasonable effort, or failure of potential winner to respond within three days of first attempted notification, will result in forfeiture of prize and selection of an alternate winner. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. The potential winner will be notified via email. The potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an “Affidavit/Release”) in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated. If the potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules or the requests of Sponsor, then the potential winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place.

6. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating, each entrant fully and unconditionally agrees to be bound by

and accepts these Official Rules, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of Entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

7. PRIZES. 3 prizes will be awarded in this Promotion. The maximum retail value of a prize is \$1,000 dollars. A "prize" consists of and is limited only to \$1,000 cash for First Place, \$750 cash for Second Place, and \$500 cash for Third Place. The prize must be accepted as awarded, and the prize is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value, in the event of unavailability of the advertised prize. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. For prizes valued over \$600, prize winner will be issued an IRS Form 1099 for the retail value of the prize. If a potential winner does not wish to accept the prize, an alternate winner will be selected from the pool of eligible entrants. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner.

8. PUBLICITY. Except where prohibited by law, participation in the Promotion constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

9. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. RELEASE. By entering, each entrant forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners and prize suppliers, and Facebook, and all of their respective employees, officers, directors, shareholders, members, managers, partners, and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Promotion and/or entrant's award, receipt or use of any prize awarded in the Promotion.

11. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected Entries or Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the

Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of Entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Tampa, Florida; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Florida for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Florida, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13. DATA COLLECTION. Information collected in this Promotion will be administered by Sponsor in accordance with its Privacy Notice, located at <https://legal.roomstogo.com/rtg-online#contract-fxauo3tp2>

14. OFFICIAL RULES. These Official Rules are available at <https://roomstogo.pactsafe.io/legal.html#contract-h1gr9j-mo> or by sending a self-addressed envelope to "Rooms To Show Photo Contest–Rules Request." c/o Rooms To Go Legal Department, 11540 HWY 92 East, Seffner, Florida.

15. WINNERS LIST. To request a list of winners, send a self-addressed postage-stamped envelope to "Rooms To Show Photo Contest–Winner List Request," c/o Rooms To Go Legal Department, 11540 HWY 92 East, Seffner, Florida, 33584. Requests must be received by 01/30/23.

16. SPONSOR. The sponsor of the Promotion and the address at which the Sponsor may be contacted is Rooms To Go, 11540 HWY 92 East, Seffner, Florida, 33584 Attn: Legal Department.