

## CRAFTMATIC “WIN A Free” \$250 Visa Gift Card SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.**

#### **Eligibility.**

The Craftmatic “Win A Free” \$250 Visa Gift Card Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States and the District of Columbia, who are at least eighteen (18) years old or the age of majority in the State of his/her residence, whichever is older, at the time of entry. Void where prohibited by law. Employees of Sponsor, or any of its respective parent(s), subsidiaries, affiliates, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and their immediate family (spouse, parents and stepparents, siblings and stepsiblings, and children and stepchildren) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon selected Entrant fulfilling all requirements set forth herein.

#### **Sponsor.**

Sponsor: Adjustable Bed Enterprises, 3580 Gateway Dr., Pompano Beach, Florida 33069

#### **Consent to Receive Marketing Solicitations**

After you have entered the Sweepstakes, you may be asked if you consent to receive marketing solicitations from Sponsor. In the event that you provide such express verbal consent, you acknowledge that you expressly authorize and consent to receiving marketing solicitations from Adjustable Bed Enterprises (Craftmatic) or its agents, via live, automated or prerecorded calls or mass text messages that may be initiated by an automated dialing device, at the phone number you provided to us. You understand that you are not required to enter into this agreement as a condition of any purchase or as a condition of entry in the Sweepstakes. You can revoke this consent through any reasonable means.

#### **Sweepstakes Entry Period.**

The Sweepstakes entry period starts on Feb 1, 2022 at 12:00 a.m. Eastern Time (“ET”) and ends April 30,2022 at 11:59 p.m. ET (the “Sweepstakes Entry Period”). Entries received outside the Sweepstakes Entry Period will be void. Sponsor is the official time keeper for this Sweepstakes.

#### **How to Enter the Sweepstakes.**

During the Sweepstakes Entry Period, to receive one (1) entry in the Sweepstakes, (a) call the Craftmatic phone line at 800-782-3406; (b) once you are connected to a phone operator, provide the phone operator with the requested entry information, namely, your legal first name, legal surname, valid email address, postal address, and phone number.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned.

#### **Maximum Number of Sweepstakes Entries.**

Maximum of one (1) Sweepstakes entry per person, per email address, during the Sweepstakes Entry Period. Entries beyond the permitted number are void. Use of multiple email addresses, phone numbers, or any automated system to enter is prohibited and will result in disqualification.

#### **Sweepstakes Winner Selection.**

On or about May 31,2022 \_\_ (the “Drawing Date”), Sponsor will select one (1) entry in a random drawing among all valid entries received during the Sweepstakes Entry Period. On or about June 6, 2022\_\_, Sponsor will contact the potential Prize winner(s) using the email address or phone number the potential Prize winner(s) used to enter the Sweepstakes. Failure by potential Prize winner(s) to respond to the initial verification within 48 hours of notification may result in disqualification, and Sponsor may, at its discretion, select an alternate potential Prize winner from all remaining valid entries. Odds of winning a Prize depends on the number of eligible entries received during the Sweepstakes Entry Period.

#### **Prizes.**

There is one (1) Prize to be awarded to one (1) Verified Prize Winner. The Verified Prize Winner will receive one (1)\$250 Visa Gift Card . Approximate retail value of Prize is \$250 USD.

THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR OTHER THAN WHAT IS EXPRESSLY INCLUDED WITH THE PRIZE.

All expenses not expressly listed in these Official Rules are the sole responsibility of the Verified Prize Winner(s). Prizes are nontransferable and may not be substituted or redeemed for cash by Prize Winner(s). Sponsor reserves the right to substitute the Prize, in whole or in part, for one of equal or greater value. All federal, state and local taxes are solely the responsibility of Verified Prize Winner(s). Odds of winning the Prize depends upon the number of valid and eligible entries received during each Sweepstakes Entry Period.

Sponsor is not responsible for any change of email address and/or mailing address of entrants nor is Sponsor responsible for any lost or damaged mail.

#### **Verification of Potential Winner(s).**

**POTENTIAL PRIZE WINNER(S) ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.** Any potential Prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential Prize winner(s) may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her Prize. Sponsor may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the Prize; (e) potential winner cannot or does not comply with the Official Rules; or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential Prize winner shall be disqualified from the Sweepstakes and an alternate potential Prize winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Prize winner, if any.

#### **Entry Conditions and Release.**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, and its respective parent, subsidiary and affiliated companies, the prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

#### **Publicity.**

Except where prohibited, participation in the Sweepstakes constitutes Prize Winners' consent to Sponsor's and its agents' use of each such winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, now known or hereinafter invented worldwide, without further payment or additional consideration.

#### **General Conditions.**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by

Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. 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 winner(s) of any Prize may be required to show proof of being the authorized account holder to be awarded the Prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled.

#### **Limitations of Liability.**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

#### **Mandatory Arbitration Provision and Class-Action Waiver**

ANY AND ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION. YOU HEREBY AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters that may be taken to small claims court.

**Except where prohibited by law, as a condition of participating in this Sweepstakes, each entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, including but not limited to prize awarded, shall be resolved exclusively by final and binding arbitration administered by JAMS; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.**

Any claims arising out of or concerning the Sweepstakes must be made by filing a demand for arbitration within one (1) year following discovery of the facts first giving rise to the claim or else shall be deemed waived and untimely.

To the extent permitted by JAMS procedures, each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. We will remain responsible for our share of costs, expenses and fees plus any costs, expenses and fees required under JAMS procedures.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS 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 the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

Any arbitration, claim or other proceedings shall be conducted on an individual basis and not in any class action, mass action, or on a consolidated or representative basis. You further agree that the arbitrator shall have no authority to award class-wide relief or to combine or aggregate similar claims or unrelated transactions. You acknowledge and agree that this agreement specifically prohibits you from commencing arbitration proceedings as a representative of others. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

#### **Entrant's Personal Information.**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <http://www.craftmatic.com/privacy.html>. If you are selected as a winner, your name, city and state may also be included in a publicly available winners' list.

After entering the Sweepstakes, you may expressly consent to contact from Adjustable Bed Enterprises (Craftmatic) or its subsidiaries, affiliates, or agents at the phone number you provided regarding products or services via live, automated or prerecorded telephone call, text, or email. You understand that you are not required to enter into this agreement as a condition of any purchase or entry in the Sweepstakes. You can revoke this consent through any reasonable means.

#### **Sweepstakes' Results.**

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Winner's List" c/o CRAFTMATIC "WIN A Free" \$250 Visa Gift Card SWEEPSTAKES 3580 Gateway Dr., Pompano Beach, Florida 33069. Requests for the Winner's List must be received by Sponsor within 60 calendar days after the end of the Sweepstakes Entry Period.