

OUTDOOR SWEEPSTAKES

OFFICIAL RULES

1. **No Purchase Necessary to Enter or Win.** The Outdoor Sweepstakes begins at 12:00:01 AM Central Time on May 5, 2023, and ends at 11:59:59 PM Central Time on May 14, 2023.
2. **Eligibility.** The Sweepstakes is only open to legal residents living in the 50 United States (excluding Rhode Island) and the District of Columbia, who are at least 18 years old at the time of entry and, if entering online, logging onto the Internet from the United States. Employees, officers and directors of Room & Board, Inc. ("Room & Board") and Strutta.com Media Inc. ("Strutta") and their respective affiliates, subsidiaries, suppliers, dealers, advertising and promotional agencies, and their immediate family members and persons living in their same household are not eligible to participate in the Sweepstakes. PURCHASE OF ANY PRODUCT OR SERVICE OFFERED BY ROOM & BOARD WILL NOT IMPROVE YOUR CHANCES OF WINNING.

By entering the Sweepstakes, you agree to release, discharge and hold harmless Room & Board and its affiliates, subsidiaries, suppliers, dealers, advertising and promotional agencies and their respective officers, directors, employees and agents, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties"), from any damages of any form that you might incur as a result of participation in the Sweepstakes or from acceptance, receipt, use, misuse or possession of the prize. The prize is awarded on the condition that the Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from participation in the Sweepstakes or from acceptance or possession of the prize. By participating in the Sweepstakes, you agree to these Official Rules and to the decisions of the judges (all of whom will be appointed by Room & Board in its sole discretion) which will be final and binding in all respects. Void outside the United States and in Rhode Island and wherever prohibited or restricted by law, rule or regulation. All federal, state and local laws and regulations apply.

3. How to Enter.

Online. To enter online, go to <http://platform.strutta.com/fbsweeps/sweeps/OutdoorSweepstakes> and completely fill out all of the information required on the Sweepstakes entry form, which will include your first name, last name, address, city, state, zip code, valid e-mail address and agreement to the Official Rules. All fields on the Sweepstakes entry form must be completed in order for your entry to be eligible for the Sweepstakes. After successful submission, you will automatically be entered in a random drawing to win the prize offered in the Sweepstakes.

By Mail. You may alternatively enter the Outdoor Sweepstakes by mail. To do so, LEGIBLY print your first and last name, complete address, city, state and ZIP code, telephone number, and e-mail address on a 3" x 5" index card or piece of paper, place the card or paper in an envelope, and mail it postage paid to: The Outdoor Sweepstakes, c/o Room & Board, Inc., 4600 Olson Memorial Highway, Minneapolis, Minnesota 55422. If you do not have an email address, you may state that on the card in lieu of printing your email address. Only one entry per envelope is eligible for the Sweepstakes. No photocopies, reproductions or facsimiles allowed. Illegible or incomplete entries are void.

All entries, whether made online or by mail, become the exclusive property of Room & Board and will not be acknowledged or returned. Entries that do not comply with these Official Rules, or that otherwise contain incomplete, prohibited, inappropriate, offensive, infringing or otherwise unacceptable content as determined by Room & Board, in its sole discretion, will be disqualified, and will not receive an entry into the Sweepstakes (without notice to you). Room & Board reserves the right, in its sole

discretion, to disqualify any entrant whose participation may subject the Sweepstakes, Room & Board or its advertisers, suppliers or customers to controversy, embarrassment or negative publicity.

Only one entry per person or household sharing the same e-mail or street address will be processed. Online entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized e-mail account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

Regardless of whether you participate through an online entry or by mail, you may only enter the Sweepstakes once, and any subsequent or duplicate entries shall automatically be disqualified. You are prohibited from assisting or encouraging anyone to make more than one entry. Entries eligible for the Sweepstakes must be received by Room & Board between 12:00:01 AM Central Time on May 5, 2023, and no later than 11:59:59 PM Central Time on May 14, 2023.

If you enter the Sweepstakes and are discovered to be under the age of 18, a resident of Rhode Island or are otherwise not eligible to enter the Sweepstakes, you will be disqualified. If you enter online, you must provide a valid e-mail address. It is your sole responsibility to notify Room & Board in writing by postal mail to the address listed above if you change your e-mail address or physical address after having entered the Sweepstakes. Room & Board reserves the right to use information provided in your entry to contact you about Room & Board's products and services, and by entering the Sweepstakes, you expressly consent to such use.

- 4. Sweepstakes Prize Drawing and Odds.** There will be one (1) winner, selected at random, receiving: two (2) Room & Board® Emmet lounge chairs and one (1) Oahu patio umbrella (Approximate Retail Value: up to \$2,000). In addition, Room & Board will pay up to \$99.00 for delivery within the continental United States (Approximate Retail Value: up to \$99.00); the winner will be responsible for any additional shipping costs. Additional restrictions, limitations, and exclusions may apply. No prize substitutions, cash equivalent, or transfer of prizes permitted except as required by law or at the sole discretion of the Room & Board.

On or about May 15, 2023, the winner will be selected in a random drawing from all eligible entries received during the Sweepstakes entry period. The prize must be claimed (i.e., delivered or picked up) by December 31, 2023 or the prize will be forfeited and, at Room & Board's discretion, an alternate winner may be selected from all remaining eligible entries received during the Sweepstakes entry period. The value of the prize will be reported to the Internal Revenue Service and all tax liability associated with the award of the prize will be the sole responsibility of the winner.

Odds of winning depend upon the number of eligible entries received during the Sweepstakes entry period. No cash redemption, transfer or prize substitution will be allowed, except by Room & Board which reserves the right to change or replace the prize with prize(s) of comparable or greater value at any time.

- 5. Notification of Winner.** The potential winner will be sent his/her prize-winning notification via e-mail or by postal mail if a mail-in entry with no e-mail address. Except where prohibited, the potential winner, at the sole option of Room & Board, may be required to execute a Winner's Declaration and Release ("Winner's Form"), which includes a liability waiver and a publicity release; the Winner's Form must be returned within fourteen (14) days of the date on which the winner notification is sent by Room & Board by e-mail or letter, or the prize will be forfeited and, at Room & Board's discretion, an alternate winner will be randomly selected from all remaining eligible entries received. If the selected

winner cannot be contacted, is ineligible, fails to claim the prize, fails to return the completed and executed Winner's Form (if required by Room & Board) within the specified timeframe as required, or if the prize notification or prize is returned as undeliverable, the prize will be forfeited and an alternate winner will be selected at random. By accepting or using the prize, the winner agrees that Room & Board can use the winner's name, voice and likeness for advertising and promotional purposes without further compensation, unless otherwise prohibited by law. Should there be a dispute regarding who may have submitted an online entry, that entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made. All decisions of the judges shall be binding and final. Room & Board is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner.

- 6. Internet/General Provisions.** Room & Board is not responsible for entries (including without limitation data transmissions) that are late, lost, tampered with, illegible, unintelligible, incomplete, garbled, delayed, mutilated, forged, destroyed, stolen, misdirected, undeliverable, or mailed postage due or otherwise not in compliance with these Official Rules, and such entries will be disqualified. The prize is not transferable, assignable, or redeemable for cash. Room & Board is not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, data input errors, typographical errors on its website or in these Official Rules, or any other error of any kind whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of entry information regardless of the cause. Persons found tampering with or abusing any aspect of this Sweepstakes, as solely determined by Room & Board, will be disqualified and entry material/data that has been tampered with or altered is void. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. If disqualified for any of the above abuses, Room & Board reserves the right to terminate such person's eligibility to participate in the Sweepstakes. Room & Board may modify, suspend, or terminate the Sweepstakes at any time, and for any reason that it may determine in its sole discretion. Room & Board reserves the right at its sole discretion to cancel the Sweepstakes and randomly select the winner for the prize from all eligible entries received prior to the cancellation. Room & Board is not responsible for any problem with a Sweepstakes entry generated by computer hardware or software malfunction, error or failure. Room & Board reserves the right to amend these Official Rules at any time during the Sweepstakes. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, ROOM & BOARD RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If a potential winning entry is made online, that potential winner may be required to provide Room & Board with proof that the potential winner is the authorized account holder of the e-mail address associated with the potential winning entry. The winner is solely responsible for purchasing any other products or services which may be required or necessary to utilize the prize.
- 7. Disputes/Choice of Law.** The laws of the State of Minnesota shall govern the Sweepstakes. Except where prohibited, you agree that this Sweepstakes shall be governed by the laws of the State of Minnesota and: (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 state or federal courts situated in Hennepin County, Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees (except as otherwise provided in these Official Rules); (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) you hereby waive all rights to claim Special Damages and

all rights to have such damages multiplied or increased, to the extent permitted by law. Under no circumstances shall Room & Board's aggregate liability to you or any entrant of the Sweepstakes exceed One Dollar (\$1.00).

- 8. Privacy.** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Room & Board's Privacy Policy, located at http://www.roomandboard.com/rnb/our_website/privacy.ftl. By entering this Sweepstakes, you are providing information to Room & Board and Strutta. Room & Board is not responsible for Strutta's use of information submitted in connection with the Sweepstakes.
- 9. Taxes.** All federal, state, local or other applicable taxes in connection with the receipt of the prize are the sole responsibility of the winner.
- 10. Winner List/Copy of Official Rules.** To receive the name of the prize winner or a duplicate copy of these Official Rules, send the request and a separate, self-addressed, stamped (#10) envelope by May 14, 2023 to: Outdoor Sweepstakes, c/o Room & Board, Inc., 4600 Olson Memorial Highway, Minneapolis, Minnesota 55422.
- 11. Acknowledgment.** By participating in the Sweepstakes, you agree to be bound by the decisions of the judges and the terms set forth within these Official Rules.
- 12. Sponsor.** This Sweepstakes is solely sponsored by Room & Board, Inc., 4600 Olson Memorial Highway, Minneapolis, Minnesota 55422. For further information please e-mail socialmedia@RoomAndBoard.com or contact Room & Board, Inc. via the US mail at the address provided above.