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## Privacy Policy

This Privacy Policy was last updated on 30 October 2021.

We care about our customers and know that your privacy is important to you. This Privacy Policy is our way of telling you how we collect your information, why we need it, and how we use it.

For our website <https://www.wayfair.co.uk> (the "Site") and users of our mobile application (the "App") in the UK, and for information otherwise collected under this Privacy Policy, Wayfair Stores Limited is the data controller that is responsible for your privacy. Wayfair Stores Limited is located at Wayfair House, Tuam Road, Galway Co. Galway, Ireland.

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## Scope of Application

This Privacy Policy applies to your use of the Site and the App. If you visit another website, including another Wayfair website, the privacy policy of that website will apply. Please review that website's privacy policy to understand how that website operator processes your information.

This Privacy Policy also applies to the information you provide to us after being presented with or directed to this Privacy Policy. This could be, for example, when you share your information with our call center representatives or send us a letter via postal mail. [Back to Top](#)

## Information We Collect and How We Use Your Information

There are three general categories of information we collect: (1) Information you give to us; (2) Information we automatically collect from your use of the Site or the App; (3) Information we collect from third parties.

We use your information in several different ways. What we do with your information depends on when we collect it and what we collect. We may anonymize your information for any purpose permitted by applicable laws.

### Information you give to us

- **Your name and contact details** (such as your email address, mailing address, phone number and password)
- **Additional profile information** (such as date of birth, gender, location and preferred language)
- **Your payment information** (such as your credit/debit card number, security/CVV code, and expiration date)
- **Your financing information** (such as employment and income)
- **Your communications and contact history with us** (such service call recordings, chat and instant messages, or communications with our social media channels)

- **Other information** (such as product reviews, forum posts, survey responses, participation in promotions, and other user-generated content)

<b>How we use information you give to us</b>	<b>Why we collect it</b>
Registration	We need your name and contact details to create your account. This information is necessary for the adequate performance of certain services and offerings on the Site and the App, and to fulfil our contract with you when you place an order.
Accept payment, fulfil orders, provide refunds	We use your name and contact details to fulfil our contract with you and deliver your orders, and we use your payment information to process payments and comply with applicable law.
Application for financing solutions offered by financing providers	We collect your financing information on behalf of the financing provider you choose and send the information to that financing provider to facilitate your application to financing products.
Sending you account information	We need your name and contact details to deliver important account information to you, such as order confirmations and notices, changes to account settings, and notices about the Site, the App, or the terms and policies that apply to them.
To offer an improved user experience	We use your communications and contact history with us, as well as other information such as additional profile information, to operate, protect, improve and optimize the Site and the App and to personalize and customize your experience. We have a legitimate interest in improving the Site and the App, as well as user experience.
Analytics, training and quality assurance	We use information you provide to us to train our staff, improve our services, and perform other internal analytics and performance monitoring. This processing

	can be pursuant to your consent or pursuant to our legitimate interest in detecting and preventing fraud and improving our services and offerings.
Communication, marketing and advertising	We use information you provide to us to deliver and personalize our communications with you, or to administer referral programs, rewards, surveys, sweepstakes, contests or other promotional activities. This processing can be pursuant to your consent or pursuant to our legitimate interest in undertaking marketing activities to offer you products or services that may be of interest.

### Information we automatically collect from your use of the Site or the App

- **Purchase history and saved items** (such as what you bought and what you've placed in your cart or saved items)
- **Log data and device information** (such as details about how you've used the Site or the App, IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, location data and page/product views or clicks)
- **Geo-location information** (such as IP address, browser information or mobile GPS information)
- **Cookies and similar technologies** (such as web beacons, pixels, and mobile identifiers)

How we use information we automatically collect	Why we collect it
To provide customer service and process returns	We use your saved products to help you make a purchase, and we use your purchase history to uphold our contract with you and ensure that you've had a great customer experience.
To offer an improved user experience	We use your log data and device information to operate, protect, improve and optimize the Site and the App and to personalize and customize your experience. We have a legitimate interest in improving the Site and the App, as well as user experience.

To create and maintain a secure environment	We have a legitimate interest in protecting the Site and the App, to comply with applicable law and to measure the adequate performance of our contract with you.
Analytics, training and quality assurance	We use automatically collected information to train our staff and perform internal analytics and performance monitoring. We have a legitimate interest in detecting and preventing fraud and improving our services and offerings.
Communication, marketing and advertising	We use automatically collected information such as cookies and similar technologies to provide the most relevant advertising to you. This processing can be pursuant to your consent or pursuant to our legitimate interest in undertaking marketing activities to offer you products or services that might be of interest.

**Information we collect from third parties**, such as third party services (such as if you link, connect, or login to the Site or the App with your Google, Facebook, Instagram or Twitter accounts) or other sources (such as your contacts or brands we partner with)

- **Your name and contact details** (such as your email address, mailing address, phone number and password)
- **Social media handles** (such as your Twitter or Instagram handle)
- **Other information** (such as demographic data, fraud detection information and information about you and your activities, experiences and interactions on and off the Site and the App)

How we use information from third parties	Why we collect it
Registration and profile	We will use information from third party services if you register with us using another service, such as Facebook. Connecting to third-party applications or services is optional. If you create your account by connecting through another service, we will collect public information from that connected account to help complete your profile.

Communication, marketing and advertising	We use information we collect or receive from third parties to deliver and personalize our communications with you, or to administer referral programs, rewards, surveys, sweepstakes, contests or other promotional activities. This processing can be pursuant to your consent or pursuant to our legitimate interest in undertaking marketing activities to offer you products or services that may be of interest.
Non-member referrals	We obtain your information from a friend or other contact who wants to invite you to use the Site or App. We will use your information to facilitate your invitation and administer our referral program.
To create and maintain a secure environment	We obtain your information from third party service providers and/or partners (e.g. identity verification services) and combine it with information we have about you for fraud prevention and risk assessment efforts. We have a legitimate interest in detecting and preventing fraud and improving our services and offerings.

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## When We Share Your Information

We share your information with the following categories of recipients as an essential part of being able to provide the Site, the App and related services, including customer service, to you:

- Wayfair affiliates, including Wayfair LLC (Wayfair's parent company) in the USA. We share your information among our affiliates because each is responsible for different Wayfair activities. For example, Wayfair LLC directs and controls our global marketing and customer service activities. We share your information with Wayfair LLC so that we can provide our services to you.
- Companies and individuals that help us deliver our products to you, such as suppliers, payment service providers, logistics professionals, and delivery and freight companies.
- Professional service providers who help us run our business, such as marketing companies, software vendors, consultants, and advertising partners.

- Companies approved by you, such as social media sites (if you choose to link your accounts to us) and payment processors (such as Worldpay) or financing providers (such as Barclays) if you choose to use their service.
- Government and law enforcement agencies, to (i) comply with a legal process, subpoena, order, or other legal or regulatory requirement; (ii) enforce our Terms of Use or other policies; or (iii) pursue available legal remedies or defend legal claims.

We share your information with third parties only as described in this Privacy Policy, with your consent, and as disclosed at the time we collect your information. We may anonymize your information and share such anonymized information with third parties for any purpose permitted by applicable laws. [Back to Top](#)

## **Klarna Payment Services**

In order to be able to offer you Klarna's payment options, we will pass to Klarna certain of your personal information, such as contact and order details, in order for Klarna to assess whether you qualify for their payment options and to tailor the payment options for you.

General information on Klarna you can find [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarna's privacy policy. [Back to Top](#)

## **Clearpay Payment Services**

In order to be able to offer you Clearpay as a payment method, we will pass to Clearpay certain personal information, such as contact and order details, in order for Clearpay to assess whether you qualify for their services and to provide the services to you.

General information on Clearpay can be found [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Clearpay's privacy policy. [Back to Top](#)

## **Barclays Financing**

If you chose to apply for a financing product offered by Barclays, we collect your financing information on behalf of Barclays. Once you have completed the application form, we send the data to Barclays and delete it immediately from our systems. We will not use your financing information for any other purpose. [Back to Top](#)

## **Cookies and Similar Technology**

We use cookies and similar technology (such as web beacons, pixels, tags or software development kits (SDKs) in our App) when you visit our Site and App to analyze the web traffic, to optimize the performance and content of the website and to promote trust and security. Cookies are small text files that are stored by your Internet browser on your computer. We generally use the following types of cookies for the following

purposes:

- **Necessary:** These cookies are necessary for you to interact with Wayfair.co.uk's or the app's basic features. For example, they allow you to navigate the site and app, securely access important areas like your shopping cart, and more. Also, necessary cookies are used to maintain the website's and app's security features.
- **Customer Preferences:** These cookies help us remember your actions so your site and app experience is tailored to your unique needs. This is how the site or app remembers items you viewed recently and makes certain interactions faster, like search. These cookies are also needed to preserve your preferences.
- **Analytics:** These cookies send data to Wayfair for the purpose of analysing customer behaviour so we can learn from your interactions to improve site and app experience for everyone. For instance, this data helps us better understand how users are finding information and which areas of the site or app are most helpful. This way we can evaluate Site and app performance and functionality to continuously develop, customise, and improve our services and offerings.
- **Advertising:** These cookies are needed to enable Wayfair online advertisements published on our partners' websites can be tailored to your personal interests (Behavioural Advertising). These types of cookies also limit the number of times that you see an ad and help us measure the effectiveness of our online marketing campaigns. We use cookies to help us identify and retarget users who have already taken an interest in our products both on our Site and on third-party websites. For example, we use proprietary technology to specifically target users by creating advertising material that is based on the users' previous behavior and interests. Interest-based ads are displayed based on information about your activities, such as searching or purchasing a product on the website or app, visiting websites that contain our content or ads, or interacting with our tools. We do this using various digital marketing networks and ad exchanges, as well as specific services offered by some websites and social networks, such as Facebook.

A list of all cookies (and similar technologies) that we use on our website, including more detailed explanations, can be found on our [cookie listing page](#).

We also use web beacons (or "web bugs" or "clear GIFs") to help us identify your computer and evaluate user behaviour, such as reactions to promotions. Web beacons are small GIF files that can be hidden in other graphics, emails, or similar. The information collected by web beacons cannot be used to identify you and are not associated with information on your computer or database. [Back to Top](#)

## Cookie Settings

Apart from the necessary cookies (and similar technologies), which are essential for accessing and using our website, we only use cookies (and similar technologies) with your consent, which you can grant, refuse or

revoke at any time for each type of cookie (and similar technologies). You can manage and adjust your cookie settings at any time by clicking the "Cookie Settings" link in the footer of our website. Please note that your cookie settings may be reset if you delete your browser cookies, so you may need to re-enter them.

You can also generally prevent the use of cookies by changing the settings in your web browser so that (i) it does not accept new cookies, (ii) it informs you about new cookies, or (iii) it deletes all already received cookies. By deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of our Site.

You can also opt-out of receiving some third-party interest based ads, or learn more about behavioural advertising, by visiting [www.youronlinechoices.eu](http://www.youronlinechoices.eu). Please note that if you opt out of behavioural advertising, you will still see advertisements - they will just not be tailored to your interests.

To prevent web beacons on our site, you can use tools such as [AdBlock Plus](#). To prevent web beacons in emails, please set your mail program so that no HTML is displayed in messages. Web beacons are also prevented if you read your email offline. [Back to Top](#)

## Email Marketing

If you provided your consent, we will send you marketing communications by email to keep you informed of new products, promotions, and other information we think may be of interest to you. In compliance with applicable law, we will also send you marketing communication per email, if you have purchased a product from us and have not unsubscribed from receiving marketing emails. We will also send you marketing communication per postal mail.

You can stop receiving marketing messages from us at any time [through your preferences here](#) or by contacting us at [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com). To stop direct marketing messages you can also click on the "unsubscribe" link in any marketing email you receive from us. Once you do this, we will update your profile to ensure that you do not receive further marketing messages from us. **Please note that it can take up to 48 hours to process your request and update our systems.** Note that if you request that we stop sending you marketing messages, we will not stop sending you administrative and services communications (such as order updates and other important or transactional information).

Please note that if you use more than one name, email address or account when communicating with Wayfair or using the Site of App, you may continue to receive communications from us to any name, email address or account not specified in your opt-out request. [Back to Top](#)

## Blogs, Reviews and Forums

The Site and App also offers from time to time publicly-accessible blogs, reviews or forums. Any information you provide in these areas can be read, collected and used by others who access them. To request removal of your information from blogs, customer reviews or forums, please see [Your Rights and Choices](#) below. Please

note that in some cases we may be unable to remove your information. [Back to Top](#)

## Social Media Plugins

The Site and the App use social plugins, which allow you to interact with us through your Facebook, Instagram, Twitter, and other social media accounts. If you visit a page of our Site or App that contains such a plugin, your browser establishes a direct connection to that social media's web servers. The content of the plugin is transmitted by the social media site directly to your browser and incorporated by the social media site into the Site or App. By integrating the plugins, the social media site receives the information that your browser has accessed the corresponding page of our Site or App, even if you do not have an account or are currently not logged in to your account. We have no control over the extent and use of information that the social media site collects using this plugin.

If you interact with a social media plugin by, for example, clicking a "Like" button or leaving a comment, the corresponding information is also transmitted directly to the social media server and stored there. Depending on your settings, the information will also be posted on the social media site and displayed to your contacts or friends on the social media site. The social media site may use this information for the purpose of advertising, market research and tailor-made pages.

To understand what information social media sites collect when you interact with their plug-ins, please review their privacy policies. You may also have the option to change your settings in the social media site to prevent the collection of your information. [Back to Top](#)

## Our Security Measures

We use appropriate technical and organizational safeguards to protect your information from unauthorized use, disclosure, and loss. Data transmitted to Wayfair is encrypted using Transport Layer Security (TLS). We use a PCI compliant secure credit card processor and do not save your full credit card number on our information systems while placing an order. If you have questions about the security of your information, please contact us at [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com).

We encourage you to protect your password and your computer to prevent unauthorized access to your account. Remember to sign out of your account and close your browser window if you are using a shared computer in a public place such as a library or an Internet cafe. [Back to Top](#)

## Keeping Your Information

We will keep your information for as long as you have an account or as long as we need it to fulfil the purpose for which it was collected or disclosed to you at the time of collection. We may also keep some of your information as required to meet legal or regulatory requirements, resolve disputes, prevent fraud or abuse, enforce our Terms of Use, or for other legitimate business purposes (so long as keeping it for such purposes

does not infringe upon your privacy rights).

When we no longer have a need to keep your information, we will either delete it from our systems or anonymize it so that it no longer identifies you. [Back to Top](#)

## Your Rights and Choices

You have the following rights related to the information that we maintain about you:

- The right to be informed about how your information is used. This is the reason we provide this Privacy Policy to you.
- The right to access the information we hold about you.
- The right to request the correction of inaccurate information we hold about you. You can correct some of this information in your account settings.
- In some circumstances, the right to request that we delete your information, or stop processing it or collecting it.
- The right to stop direct marketing messages, which you can do through your preferences [here](#) or by clicking on any "unsubscribe" link in any marketing email you receive from us. You also have the right to withdraw, with effect for the future, your consent for other processing activities for which you have given us your consent. Regarding your cookie settings, you can do this anytime using the "Cookie Settings" link in the footer of our website.
- The right to request that we transfer your information either to you or a third party.
- **The right to, at any time, object to data processing based on legitimate interest or for direct marketing purposes.**

If you want to exercise your rights, please complete the Data Subject Request Form [here](#). If you have any questions or concerns, please reach out to us using the contact information below.

If you have a concern about our practices concerning the processing of Personal Data that we are not able to resolve, you have the right to lodge a complaint with our lead data protection authority, the Irish Data Protection Commissioner (<https://www.dataprotection.ie/docs/Home/4.htm> or +353 57 868 4800), with the Information Commissioner's Office (<https://ico.org.uk/make-a-complaint/>, or 0303 123 1113) or with the data protection authority where you reside, each as applicable. [Back to Top](#)

## Transfers Outside of European Union / UK

Wayfair is headquartered in the USA. While Wayfair Stores Limited is an independent entity, its operations, sales, and online presence are closely tied to Wayfair LLC (which is its parent company in the USA). As a result

of this relationship, your information will be transferred to the USA to be processed by Wayfair LLC.

Wayfair LLC is a data controller and has committed to complying with this Privacy Policy and applicable privacy laws with regard to information transferred from the European Union or UK. The USA does not have a decision of adequacy from the European Commission, meaning that the laws in the USA may not be as protective as the laws in the European Union or UK. Because of this, Wayfair has taken steps to protect your rights when your information is transferred to the USA through the use of the Standard Contractual Clauses.

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## **Third Party Links**

We may provide links to third-party web sites that we do not own or control. We are not responsible for the information collection practices of these third-party websites and do not endorse such practices. We encourage you to review and understand the privacy practices of third-party websites before providing any information to or through them. [Back to Top](#)

## **Children's Privacy**

The Site and the App are not directed to children under the age of 16, and we do not knowingly collect information from children under 16. If we learn that we have collected information from a child under 16, we will take steps to obtain the consent of that child's parent or guardian prior to processing that child's information any further. If do not obtain the parent or guardian's consent, we will delete the child's information from our systems. [Back to Top](#)

## **Changes to this Privacy Policy**

We may change this Privacy Policy from time to time to reflect new ways that we process your information. If we make significant changes that affect your information, we will provide you notice of such changes through the Site, the App, by email, or some other means of contact. This notice will give you an opportunity to review the changes before we use your information in these different ways. [Back to Top](#)

## **How to Contact Us / Data Protection Officer**

We always want to hear from our customers - especially with your questions, comments or concerns about our privacy practices. Please don't hesitate to contact our Data Protection Officer by sending us an email at [DataProtectionOfficer@wayfair.com](mailto:DataProtectionOfficer@wayfair.com) or writing us at:

Attn: Data Protection Officer

Wayfair Stores Limited

Wayfair House

Tuam Road

Galway  
Co. Galway  
Ireland

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# Terms and Conditions of Use and Sale

Last Updated October 12, 2021

The following terms govern your use the website wayfair.co.uk (being the "Site").

PLEASE READ THE FOLLOWING TERMS OF USE AND SALE INCLUDING THE WARRANTIES AND DISCLAIMER SECTIONS CAREFULLY BEFORE USING THIS SITE AND/OR SUBMITTING AN ORDER. By using this Site and submitting an order, you agree to the following terms of use and sale (the "Terms of Use and Sale") and our [privacy policy](#). If you do not agree to these terms, you may not use this Site or submit an order. WAYFAIR STORES LIMITED ("Wayfair", "we" or "us") reserves the right to modify, alter, or update these Terms of Use and Sale from time to time. By accepting these Terms of Use and Sale, you agree to be bound by such modifications, alterations, or updates.

## 1. Terms of Use

### General

The information contained in this Site, including but not limited to the rules that govern the use of the Site, may be subject to change. The date of the latest change(s) to these Terms of Use and Sale is set out above at "Last Updated". Your use of the Site following any such change constitutes your agreement to follow and be bound by the rules, as changed. Any such change(s) will not affect the terms of sale applicable to orders accepted by us prior to the date of such change(s). [Back to Top](#)

### Copyright

All Site design, text, graphics, and the selection and arrangement thereof are the property of WAYFAIR STORES LIMITED, all rights reserved, or in the case of product material, all text and graphics are copyright protected by the original owner, all rights reserved. Permission is granted to you to copy electronically and to print in hard copy portions of this Site for the sole purpose of using this Site as an information resource (or of ordering goods or services and using this Site as a shopping resource). Any other use of materials on this Site-including reproduction for purposes other than noted above, modification, distribution, or reproduction-without the prior written permission of WAYFAIR STORES LIMITED is strictly prohibited. [Back to Top](#)

### Trademarks

The Wayfair.co.uk Site and Wayfair.co.uk mark and logo are service marks of WAYFAIR STORES LIMITED. All other trademarks, product names and company names or logos cited herein or on the Site are the property of their respective owners. [Back to Top](#)

### **Links to Other Web Sites**

We make no claim or representation, and accept no responsibility, regarding the quality, nature, or reliability of any external or third party sites accessible by hyperlinks from this Site, or any external or third party sites linking to this Site. [Back to Top](#)

### **User-Generated Content**

From time to time, the Sites permit the submission of content, such as comments, blogs and product reviews, generated by you and other users ("**User Content**").

You are solely responsible for your own User Content and the consequences of posting or publishing it. Any User Content or other material, information or ideas that you submit to or post or publish on the Sites is non-confidential and non-proprietary.

By submitting User Content, you represent and warrant to Wayfair that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the legal right to use and authorize Wayfair to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate Wayfair's Acceptable Use Policy set forth below.

As between you and Wayfair, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Wayfair, you hereby grant to Wayfair a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that Wayfair (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Sites under these Terms of Use.

Wayfair does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Wayfair reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. **Wayfair has the right to refuse, remove, edit or delete any User Content and/or to terminate any user's access to the Sites for any reason.** Wayfair takes no responsibility for User Content. [Back to Top](#)

### **Social Media Tag Usage**

BY USING #WAYFAIRATHOME, @WAYFAIR AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITES, EACH USER AGREES TO PROVIDE WAYFAIR WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS. [Back to Top](#)

### **Acceptable Use Policy**

By submitting User Content and otherwise using the Sites, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own or have permission from the rightful owner of such rights to post such User Content and to grant Wayfair all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including Wayfair; (iv) impersonate any person or entity, including but not limited to, a representative of Wayfair, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Sites or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international laws, rules or regulations; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. Wayfair reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. [Back to Top](#)

### **Warranties and Disclaimers: Use of this Site**

We intend for the information and data contained in the Site or provided via other channels, including but not limited to phone and email, to be accurate and reliable, however, since the information and data have been compiled from a variety of sources, it is provided "AS IS" and "AS AVAILABLE". You expressly agree that your

use of this Site is at your sole risk. WE, SOLELY TO THE EXTENT THAT ANY SUCH WARRANTIES CAN BE EXCLUDED IN ACCORDANCE WITH APPLICABLE LAW, EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, RELATING TO AVAILABILITY OF THE SITE OR TO INFORMATION AND DATA CONTAINED IN OR REFERENCED BY THIS SITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITIONS OF COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. [Back to Top](#)

### **Limitation of Liability: Use of this Site**

IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE OR VIA OTHER CHANNELS, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, EXCEPT WHERE LIABILITY CANNOT BE EXCLUDED IN ACCORDANCE WITH APPLICABLE LAW.

NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

You hereby acknowledge that the preceding paragraph shall apply to all information or data available from us through the Site or other channels. [Back to Top](#)

### **Governing Law**

The Site is operated by us from our offices in Boston, Massachusetts, USA. These terms of use and any non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of England and Wales and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the English courts. If however, you live in Scotland, Northern Ireland or Ireland, you can also bring legal proceedings in Scotland, Northern Ireland or Ireland (as relevant).

We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the content of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Use of this Site constitutes acceptance of our Terms of Use. Copyright 2002 – 2020, WAYFAIR STORES LIMITED. All rights reserved. [Back to Top](#)

## 2. Terms of Sale

The following sets out the terms and conditions upon which we supply products to you. Where you are buying products as a consumer, nothing in these terms and conditions affects your legal rights, and we have a legal duty to supply products that conform to the contract between us. Further information regarding your legal rights can be found on the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

### Order Acceptance

If we accept your order, we will send you a confirmation of this by email. The receipt of an email order confirmation by you constitutes our acceptance of an order and the conclusion of a contract between us to sell the goods you have ordered, subject to these terms (the "Contract"). You should retain that email for your records. Whereas, following such acceptance, we will always seek to meet the requirements of your order, there may be circumstances following confirmation where we are unable to ship products due to unavailability (of which we were not aware at the time of confirmation of the order). If that is the case, we will notify you as soon as possible and will refund the money for the unavailable products back onto your card or into your account. If the payment process has not begun at that time, the money for such products will not be taken out of your account or from your card. Our acceptance does not therefore guarantee and is subject to the availability of products following the receipt of the confirmation email by you. [Back to Top](#)

### Our products

Prices and availability of products on the Site are subject to change without notice. While we endeavour not to make any errors on the Site and to ensure that the descriptions, details and dimensions of our products, our prices and other information about us or our products, are accurate and up to date, errors can occur. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted). If we identify an error that materially impacts your confirmed order, we will notify you as soon as possible and will provide you with the option of cancelling your order in full or the part(s) of your order affected by the misinformation. If you make such a cancellation, the money for the cancelled part of your order will be refunded to your account or onto your card (or will not be taken at all if the payment process has not begun at that time). This in no way restricts or limits your ability to return the goods in line with our returns policy. [Back to Top](#)

### Prices and Payment

The price of the product will be as shown on the order pages when you place your order. Payment for the product is required on dispatch. If items are shipped in instalments, payment may be taken in instalments as each product is dispatched (but will not exceed the order total). Where payment has not been received, we are under no obligation to deliver the product to you. Our invoice(s) for the price of the products you purchase are set out in the email order confirmation we send to you. You can also review and print these invoices at any time by logging in to "[My Account](#)" section of the Site. You should retain copies of the invoices for your records. [Back to Top](#)

## **Klarna Payment Options**

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:

### **Pay Later (invoice 30 days)**

Pay in 30 days: The payment period is 30 days from shipment of the goods or tickets/ availability date of the service. You can find the complete terms and conditions for the this payment method in the United Kingdom is available [here](#).

### **Pay Later in 3 instalments**

Pay Later in 3 instalments: Pay later in 3 will allow you to spread the cost of your purchase over 3 equal payments. The payment for each instalment will automatically be collected from the debit or credit card you entered at checkout. Your first instalment will be collected when your order is confirmed by the merchant and instalments 2 and 3 are scheduled 30 and 60 days later, respectively. You can find the terms and conditions for Pay Later in 3 instalments [here](#).

### **Slice it**

With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding Slice It including terms and conditions and Standard European Consumer Credit Information you can find [here](#).

The payment methods Pay later and Slice It are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](http://klarna.com). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarnas privacy statement. [Back to Top](#)

### **Delivery**

Typical methods and costs of delivery are as shown [here](#) under the "Delivery Information" tab and are confirmed at checkout. We will give you an estimated date for delivery, and we will endeavour to deliver any products ordered within the estimated period and will deliver your order within 30 days of the Contract date unless otherwise agreed with you as stated in our email order confirmation (see Order Acceptance, above). Please note that some products require a signature as proof of delivery.

Delivery may be delayed due to circumstances outside of our control. If this occurs, we will notify you as soon as possible and take steps to minimise the effect of the delay. We shall have no liability for delays.

In the event of a failed delivery to you, our courier may re-attempt delivery, leave your delivery with a neighbour or in a safe place outside of your home or leave you a card or contact you to re-arrange delivery. In such event,

we may charge you for storage costs and further delivery costs. If we are unable to contact you to re-arrange delivery, we may end the Contract. [Back to Top](#)

## **Risk and Ownership**

You will be responsible for the products from the time we deliver the products to you at the stipulated delivery address. You will own a product once we have received payment in full for that product. [Back to Top](#)

## **Right to Cancel**

You have certain rights to cancel your Contract as set out in our [Returns Policy](#). Your rights depend upon what you have bought, the reason for your return and when you decide to end the Contract. If you have taken advantage of any manufacturer's warranty applicable to the product you have bought you may have rights under that warranty which you should direct to the manufacturer.

Certain orders may constitute improper use of our Site and "Wayfair Rewards". We reserve the right, at our sole discretion, to refuse or cancel any Contract for any reason. Payment will not be taken, or will be refunded, for any refused orders. Your account, including Wayfair Rewards, may also be restricted or terminated for any reason, at our sole discretion, if you have breached these Terms of Use and Sale or any other policy or terms of use relating to the Site or if you have otherwise misused the Site. Verification of certain information may be required prior to the acceptance of any order. An order may not be accepted if such information is not forthcoming from you following such a request. [Back to Top](#)

## **Warranties and Disclaimers: Sale of Goods**

We are under a legal duty to supply products that are in conformity with the Contract and, where you buy as a consumer, you have certain rights, including legal rights relating to faulty or misdescribed goods which apply in addition to our Returns Policy.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products. This does not affect your legal rights where you buy as a consumer, nor does it affect your rights to cancel any Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. [Back to Top](#)

## **Limitation of Liability: Sale of Goods**

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms of Sale. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR SUBSIDIARIES BE LIABLE TO YOU UNDER ANY CONTRACT FORMED UNDER THESE TERMS OF USE AND SALE:

1. WHERE YOU ARE A BUSINESS, TO ANY BUSINESS FOR ANY LOSS OF REVENUE, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR BUSINESS OPPORTUNITY, OR ANY INJURY TO BUSINESS REPUTATION; OR

2. ANY LOSSES THAT ARE NOT REASONABLY FORESEEABLE BY BOTH OF US AT THE TIME OF THE CONTRACT.

WHERE YOU BUY AS A CONSUMER, THESE TERMS OF USE AND SALE AND OUR RETURNS POLICY WILL NOT AFFECT YOUR RIGHTS UNDER LAW WHICH CANNOT BE OTHERWISE EXCLUDED. FOR MORE INFORMATION CONTACT YOUR LOCAL CITIZENS ADVICE BUREAU.

NOTHING IN THESE TERMS OF SALE SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR BREACH OF YOUR LEGAL RIGHTS IN RELATION TO THE PRODUCTS.

You hereby acknowledge that the preceding paragraph shall apply to all products or services you buy from us through the Site or other channels. [Back to Top](#)

### **Disputes: Sale of Goods**

If you have any issue regarding a product or service you have bought from us, you can seek to settle the dispute out-of-court through an Alternative Dispute Resolution or Online Dispute Resolution (ADR / ODR) procedure. These procedures are an alternative to resolving disputes by arbitration or before a court and as such they are called Alternative Dispute Resolution (ADR). When they are carried out online, they are called Online Dispute Resolution (ODR).

Resolving disputes through ADR/ODR, in general, is easier, faster and less expensive than resolving disputes before a court. Under the EU-wide ODR Regulation, the European Commission has established a European Online Dispute Resolution platform (ODR platform). The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. It allows you to submit your contractual dispute and conduct the ADR procedure online and in any of the 23 official languages of the European Union.

The ODR platform is accessible here: <https://ec.europa.eu/odr>. [Back to Top](#)

### **Our Details**

Registered Name: WAYFAIR STORES LIMITED

Registered at: WAYFAIR STORES LIMITED, Wayfair House, Tuam Road, Galway Co. Galway, Ireland

Company Registration No.: 457604

VAT No: GB922944513

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### **Governing Law**

These Terms of Sale and any contractual or non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of England and Wales and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the English courts. If however, you live in Scotland, Northern Ireland or Ireland, you can

also bring legal proceedings in Scotland, Northern Ireland or Ireland (as relevant). [Back to Top](#)

## Home Services

Last Updated November 19, 2021

Assembly, installation, and professional services you purchase through the Site are referred to herein as "**Home Services**". Home Services are provided by independent third-party service providers ("**Pros**"). The Pros are independent contractors and not employees of Wayfair. Wayfair does not provide the Home Services itself. Wayfair may arrange for the provision of Home Services with Pros directly, or through other parties that contract with Pros ("**Partners**"), such as We Are Mop! Limited (also operating as Handy). Wayfair may refer customer service requests regarding Home Services to the Partners. Wayfair makes no guarantee that it will be able to match you with a Pro. Scheduled Home Services dates and times are subject to change. Home Services will be performed in a good and workmanlike manner.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WAYFAIR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HOME SERVICES OR THE PROS. YOU AGREE THAT ALL HOME SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT WAYFAIR SHALL HAVE NO LIABILITY IN CONNECTION WITH THE HOME SERVICES, THAT WAYFAIR IS NOT RESPONSIBLE OR LIABLE FOR THE CONDUCT OF ANY PRO, AND THAT WAYFAIR WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, DAMAGES, OR LOSSES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE HOME SERVICES.

Wayfair arranges for background checks on the Pros through third-party background check providers, or obtains contractual guarantees from Partners that Pros have been background checked. Regardless, you should exercise caution and common sense when interacting with Pros to protect your personal safety and property, just as you would when interacting with any person you do not know. You are responsible for verifying the identity of the Pro upon arrival. You are responsible for ensuring that the location where the Home Services are to be performed is safe and secure and that the Pro has free and clear access to such location.

You must be 18 years of age or older to purchase Home Services. You acknowledge and agree that you are solely responsible for your decisions relating to the Home Services. Either you or someone else 18 years of age or older authorized by you must be present at all times during the performance of the Home Services. You are responsible for inspecting the Home Services and signing any relevant forms. If you are not present during performance, the adult present must be authorized by you to inspect the Home Services and sign any required forms on your behalf. You agree that products assembled, installed or otherwise worked on or with by Pros (collectively, "**Products**") are for home use only and not for commercial applications or use. You are responsible for designating the location where Pros assemble, install, and otherwise work on or with the Products. Wayfair, the Partners, and the Pros make no recommendation, representation, or warranty regarding

the use or location of the Products, including the surface on which they are installed. You have not relied on any statement made by any of the foregoing parties in determining the use or location of the Products. You are responsible for obtaining any required approvals, permissions, permits, and variances necessary related to the Home Services. You assume all risk, including any risk of relocation or removal, arising from the use or location of the Products. You will follow all instructions and warnings relating to the Products and will ensure that all persons who use the Products do the same.

You shall indemnify, defend, and hold harmless Wayfair, the Partners, and the Pros, and each of their owners, affiliates, parents, subsidiaries, successors, assigns, officers, directors, agents, employees, attorneys, insurers, and representatives (each an "**Indemnified Party**") from and against any and all claims, demands, causes of action, proceedings, losses, injury, damages, expenses, fines, penalties, and costs arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of this Home Services Section. You hereby waive, release, covenant not to sue, and forever discharge each Indemnified Party from any and all debts, demands, actions, causes of action, suits, covenants, contracts, agreements, promises, torts, damages, claims, demands, losses, and liabilities whatsoever of any name and nature, both in law and in equity, which you now have, ever had, or may in the future have against any Indemnified Party arising from or in connection with (i) the use and/or location of the Products; and (ii) your breach or violation of, or failure to abide by, this Home Services Section. [Back to Top](#)

## Wayfair Rewards Program Terms

The Wayfair Rewards Program (the "**Rewards Program**") is exclusively for users of the Site who have registered for the Rewards Program in accordance with the directions set forth below and on the Site. Rewards Pounds may be applied to future purchases at the Site in accordance with the terms set forth below and our Terms of Use. Enrollment in the Rewards Program is automatic with registration at the Site.

### Membership Benefits

	<b>Rewards</b>
Rewards Pounds Earned	Members may earn specified "Rewards Pounds" from <ol style="list-style-type: none"><li>Referral Program</li><li>Product Review Program</li></ol>
Redemption	Three months from the date on which

Period	Rewards-eligible purchase is made
Membership Fee	None

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## Referral Program

Wayfair's Referral Program is designed to reward existing members ("Sponsors") with Rewards Pounds for referring new members ("Recipients") to Wayfair. Sponsors can refer as many friends as he or she would like, but will only receive Rewards Pounds for up to 10 successful referrals per month. If a Recipient's qualifying order is cancelled, Rewards Pounds will be voided. Previous purchases are not eligible for Rewards Pounds and Rewards Pounds cannot be applied retroactively. Invitations must be sent to individual recipients. Any attempt to distribute in bulk is grounds for immediate termination of the Sponsor's account and deactivation of their personal referral link. Distribution of Rewards bonuses is subject to moderation in cases of suspected fraud. [Back to Top](#)

## Business and Trade Referral Program

Sponsors will only receive their Rewards Pounds after their Recipient has used their unique promo code and their order has shipped. Sponsors will be notified by email when their Rewards Pounds are available for use. Rewards Pounds credited to Sponsors will only be valid for 90 days. If the Recipient does not use the unique promo code within 30 days, it will expire and no longer be valid. Previous purchases are not eligible for Rewards Pounds and Rewards Pounds cannot be applied retroactively. Orders containing Gift Certificate purchases are not eligible. Bulk distribution and distribution to strangers is prohibited. Violation of this is grounds for immediate termination of the Sponsor's account and deactivation of their personal referral link. Distribution of referral promo codes and Rewards Pounds is subject to moderation in cases of suspected fraud. [Back to Top](#)

## Product Reviews Program

Wayfair's Product Review Program is designed to reward existing members for writing product reviews for products purchased on the Site. Members may be rewarded specified Rewards Pounds or may be offered other benefits for such reviews. [Back to Top](#)

## Redemption of Rewards Pounds

Wayfair will post all earned Rewards Pounds on your account within a reasonable amount of time after the confirmed shipment of your qualifying purchase. Rewards Pounds can be only redeemed and applied as a

credit against a purchase from one of our participating Sites. Rewards Pounds cannot be used to purchase gift cards, gift certificates, or manufacturer-excluded brands. Rewards Pounds are not redeemable for cash and cannot be returned for a cash refund, except to the extent required by law. Rewards Pounds will be automatically applied to your purchase at Checkout. If you do not wish to redeem Rewards Pounds at the time of purchase, select "Remove" at Checkout. Rewards Dollars may be combined with Wayfair promo codes, but not with any other Wayfair promotion, offer, or other discount. No credits or refunds will be issued for any reason after Rewards Pounds have been redeemed, including for unused Rewards Pounds, except as described in "Returns" below. Rewards Pounds can be used against product cost and shipping cost only. For orders with multiple items, Rewards Pounds will be applied across all items proportionally based on the pound amount. Wayfair may apply other restrictions to or terminate the Reward Program at any time. [Back to Top](#)

## Returns

If you return an item that was purchased in whole or in part using Rewards Pounds, the return will be processed in accordance with Wayfair's return and exchange policy. If the return is accepted by Wayfair, the Rewards Pounds applicable to the returned item will be credited back to your account. [Back to Top](#)

## Rewards Pounds Balance

You can check your Rewards Pounds balance at any time by logging in at "My Account". A valid email address and password are required to view the Rewards Pounds balance in your account. Wayfair is not liable for any failure, delay or error in crediting Rewards Pounds to an account. You are responsible for all activity occurring in or through your account, including the redemption of Rewards Pounds, whether or not the activity was authorized. [Back to Top](#)

## Expiration

Rewards Pounds not used during the applicable Redemption Period will be forfeited. You may cancel Rewards Pounds by calling 0800 169 0423, but members recognized on the Site are unable to opt-out of the program.

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## Non-Transferability and Non-Aggregation of Rewards Pounds

Rewards Pounds and any other right, obligation or benefit of the Rewards Program may not be transferred, assigned, sold, traded or bartered by any member or any other person without Wayfair's prior written consent, which Wayfair may withhold in its sole discretion, and any attempt to do any of the foregoing shall be null and void. In addition, Rewards Pounds are for the member's personal use only. Members may not aggregate Rewards Pounds from multiple accounts or use Rewards Pounds for the purpose of purchasing products at the Site on behalf of others or for the purpose of reselling such products to others. [Back to Top](#)

# Wayfair.co.uk Gift Certificate Terms and Conditions

The following terms and conditions (the "Terms") apply to any Wayfair.co.uk electronic gift certificate originally purchased by you or someone on your behalf (the "gift certificate") through the Wayfair.co.uk web site. Gift certificates are issued by WAYFAIR STORES LIMITED (referred to hereinafter as either "Wayfair", "we", "us" or "our"). By purchasing a gift certificate, accepting and retaining a gift certificate, or using a gift certificate, you agree to these Terms.

- Gift cards are valid in the country and currency in which they were purchased. Gift cards purchased on Wayfair.com, AllModern.com, BirchLane.com, JossandMain.com, or Perigold.com can be used interchangeably. Gift cards purchased on Wayfair.ca can only be redeemed on Wayfair.ca. Gift cards purchased on Wayfair.co.uk can only be redeemed on Wayfair.co.uk. Gift cards purchased on Wayfair.de can only be redeemed on Wayfair.de.
- Gift certificates cannot be used to purchase gift certificates or gift cards.
- Gift certificates are not redeemable for cash and cannot be returned for a cash refund, except to the extent required by law.
- Gift cards are not re-sellable, and gift card orders cannot be cancelled, updated or refunded.
- E-gift cards may not be redeemable for up to 4 hours on weekdays, and up to 12 hours on weekends.
- Use of the gift certificate is limited to the amount of funds held on the gift certificate. The full amount of each purchase, including taxes, will be deducted from the funds held on the gift certificate, up to the total funds available on the gift certificate. Any unused balance will be placed in the recipient's gift certificate account and is not transferable. If you make a purchase and there are insufficient funds held on the gift certificate to cover that purchase, you must pay the difference by a valid credit card or debit card. To the extent permitted by law, the original expiration date will apply to any unused balance.
- The risk of loss and title for gift certificates pass to the purchaser upon our electronic transmission to the purchaser. We are not responsible for and will not replace lost or stolen gift certificates. Protect your gift certificate as if it were cash and safeguard the gift certificate from authorized use.
- Wayfair may provide gift certificate purchasers with information about the redemption status of gift certificates.
- Wayfair reserves the right to change these Terms from time to time in its discretion. Such revised terms will be effective as to any gift certificates purchased after the date said revised Terms are posted to the Wayfair web sites.
- Resale of a gift certificate or use for unauthorized advertising, marketing, sweepstakes or other

promotional purposes is strictly prohibited. Your right to use the funds on the gift certificate is a limited right, subject to these Terms and applicable law. We are not responsible for pricing, typographical, or other errors, in any offer and reserve the right to cancel any orders resulting from such errors.

- If we suspect any fraud or misuse in connection with a gift certificate, we reserve the right in our discretion to suspend or terminate use of the gift certificate.
- The consideration paid for the gift certificate, including any unredeemed balances, is the property of the Wayfair.
- We do not currently collect or maintain any personally identifiable information regarding the purchasers of the Cards. However, we reserve the right to obtain personal information about you in accordance with the privacy policy found [here](#) if such information is necessary to service the Card or respond to your inquiries or for other purposes.
- If any one or more of the covenants, agreements, provisions or terms of these Terms shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of these Terms shall in no way affect the validity or enforceability of the other provisions of these Terms.
- These Terms sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by these Terms. All terms and conditions set forth herein are applicable to the extent permitted by law.

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