

Wayfair.co.uk Giveaway Sweepstake Official Rules (“Official Rules”)

The length of time for which any Giveaway Sweepstake or competition (“Promotion”) runs and the conditions for qualifying for such Promotion will be subject to the Promoter’s discretion. The start and end date and time of the Promotion (“Promotion Period”) will be communicated in each Promotion separately and will not be changed unless unavoidable circumstances make it necessary in the interests of fairness to any entrants under the original terms. *The computer clock of the Promoter is the official time-keeping device in the Promotion.*

BY PARTICIPATING IN A PROMOTION, EACH ENTRANT CONFIRMS THAT SUCH ENTRANT IS A NATURAL PERSON OF AT LEAST 18 YEARS OF AGE AND THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND IS FAMILIAR WITH AND AGREES TO THEIR CONTENTS. ENTRIES FROM ENTRANTS NOT AT LEAST 18 YEARS OF AGE OR WHO DO NOT AGREE TO THESE OFFICIAL RULES OR WHO ARE NON-NATURAL PERSONS WILL NOT BE ACCEPTED.

ELIGIBILITY: The Promotion is open only to legal residents of the United Kingdom who are 18 years of age or older at the time of Promotion entry. Employees, officers, and directors of Wayfair Stores Ltd. (the “Promoter”), and Promoter’s parent, affiliates, subsidiaries, and advertising, contest, fulfillment, and marketing agencies (all of such entities [including, but not limited to, the Promoter] are collectively referred to herein as the “Promotion Parties”), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules as well as to the [Terms and Conditions of Use and Sale](#) of Wayfair.co.uk. If any provision or part-provision of the Official Rules is or becomes invalid, illegal or unenforceable prohibited by law, rule or regulation in the United Kingdom, it shall be void.

HOW TO ENTER THE PROMOTION: The mode of entering the Promotion and the prizes for winning or taking part in the Promotion may vary and will be specified with each Promotion. The mode of entering and the prizes for winning or taking part will be communicated at the beginning of the Promotion Period via the original channel(s) of the Promotion.

PRIZES, DRAWINGS & ODDS OF WINNING: The prize will be allocated to the winning entry in an electronic, randomized drawing among the qualifying entries (the “Prize”). The draw will be from all eligible entries received during the Promotion Period. The draw will be conducted by the Sponsor using a randomized process, whose decisions are final and binding and no correspondence will be entered into.

WINNER NOTIFICATION: The potential winner(s) will receive a prize notification and prize claim information via email, letter or social media message within seven (7) days after the selection of each winner, or as soon thereafter as reasonably practicable. Promoter will send the notification to the potential prize winner’s details provided in the entry and is not responsible for any late or non-receipt of the notification due to a change in entrant’s telephone number, mailing address, social media profile and/or email. The potential winner will have forty-eight (48) hours from the date of the winning notification to confirm that the notification has been received in order to claim his/her Prize. A potential winner is subject to verification, including verification of age. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that Prize and, if time permits, an alternate winner will be selected from among all remaining entries received during the Promotion Period.

GENERAL PRIZE CONDITIONS: The Prize will only be awarded by Promoter upon the potential winner’s verification of eligibility (if requested by Promoter), and compliance with these Official Rules. The Prize will only be delivered to addresses in the United Kingdom. No Prize substitution, cash equivalent of the Prize, transfer or assignment of the Prize is permitted and the Promoter will not provide any substitution or exchange for the Prize. The Prize is awarded “as is” with no warranty or guarantee, either express or implied. Any and all warranties and/or guarantees on a Prize (if any) are subject to the respective event organizer’s terms, and the winner agrees to look solely to such event organizer for any such warranty and/or guarantee. Any costs, taxes, and expenses associated with Prize

acceptance and use will be specified in the Promotion, if applicable, and are the sole responsibility of the designated winner. In particular, any travel and/or accommodation costs that may be incurred by a winner in order to attend an event and/or otherwise benefit from the Prize shall be borne entirely by the winner. Notwithstanding anything herein, a potential winner may be required to provide evidence of eligibility and complete and return a Publicity Release form within five (5) calendar days of attempted delivery of the same. Non-compliance within this time period or return of any Prize/ Prize notification as undeliverable may result in disqualification of the potential winner's entry.

PUBLICITY RELEASE: Each winner agrees to participate in reasonable publicity as may be required by Promoter in respect of the Promotion. Promoter reserves the right to publish each winner's name, photograph, county, Promotion entry, statements made by the winner and winner's voice (together, the "User Content"), on its website, social media pages, print, TV, radio, electronic, cable, third party websites, without further limitation, restriction, compensation, notice, review or approval. 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 any third party intellectual property right.

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.

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MISCELLANEOUS: Entrants who do not follow all of the instructions delineated in the Promotion and these Official Rules may be disqualified. All Promotion entries become the property of the Promoter and will not be acknowledged or returned. Online entries will be considered to be entered by the authorized account holder of the e-mail address or social media profile submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address or social media profile by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or profiles associated with the relevant social media platform.

PRIVACY: Personal information collected by Promoter will be used for administration of the Promotion and awarding of a Prize. In addition, by entering, entrants and/or winners agree to Promoter's use of entrant's/winner's personal information as described in its [Privacy Policy](#). Please refer to the Privacy Policy for important information regarding the collection, use and disclosure of personal information by Promoter.

RELEASE AND INDEMNIFICATION: NOTHING IN THESE TERMS EXCLUDES THE PROMOTER'S LIABILITY FOR DEATH OR INJURY CAUSED BY THE PROMOTER'S ACTIONS. SUBJECT THERETO, BY ENTERING THE PROMOTION, ENTRANTS AND/OR WINNER AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS PROMOTION PARTIES AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED ENTITIES AS WELL AS THE SUCCESSORS, ASSIGNS AND LICENSEES OF EACH AND THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS AND REPRESENTATIVE OF EACH, FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES INCLUDING REASONABLE ATTORNEYS FEES OR LIABILITY FOR ANY INDIRECT LOSS, OR PROPERTY DAMAGE OF ANY KIND, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION

THEREOF, OR ANY BREACH, OR ALLEGATION WHICH IF TRUE WOULD CONSTITUTE A BREACH, OF ANY ENTRANT'S OR WINNER'S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS HEREIN, PROMOTION CONDITIONS AND/OR OFFICIAL RULES OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF ANY PRIZE (OR ACTIVITY RELATED THERETO) AND WAS NOT DUE TO PROMOTER'S ACTIONS OR NEGLIGENCE.

AS A CONDITION OF ENTERING THE PROMOTION, ENTRANTS AND WINNER AGREE THAT (1) UNDER NO CIRCUMSTANCES WILL ENTRANT AND/OR WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT AND/OR WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER INDIRECT DAMAGES, AND ANY CLAIMS, JUDGMENTS OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET EXPENSES; (2) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (3) IN NO EVENT WILL ANY ENTRANT AND/ OR WINNER BE ENTITLED TO RECEIVE ATTORNEYS' FEES.

DISCLAIMER: Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Promoter reserves the right, in its sole discretion, to disqualify any entrant that tampers with the entry process. All entrants also agree to release, discharge, and hold harmless YouTube, Meta and/or Tiktok, as applicable, from any and all damages, whether direct or indirect, which may be due to or arise out of participation in the Promotion. The Promotion is in no way sponsored, endorsed, or administered by, or associated with YouTube, Instagram or Tiktok.

Promoter also reserves the right to terminate, suspend, cancel or modify the Promotion and award the Prize for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination, cancellation or modification, as applicable, using the judging procedure outlined above and (ii) in a random drawing, if, for any reason, this Promotion is not capable of running as planned (including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion) and not to do so would be unfair or cause disadvantage to entrants who participated under the original rules of the Promotion. Promotion Parties are not responsible or liable for (i) any events outside of their control which may cause errors and/or the Promotion to be stopped or modified, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, (ii) any loss or damage or missed opportunity due to any problems or technical malfunction of any telecommunications system, hardware, software or connectivity (including but not limited to telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, mobile equipment, software or any other failure of any email or entry to be received by Promoter) whether on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, (including any injury or damage to entrant's or any other person's computer or mobile device relating to or resulting from participation in this Promotion or downloading any materials in this Promotion), or (iii) computer, mobile, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of entries, or in any other Promotion-related materials. The Promotion Parties may stop any entrant from participating in this Promotion if he or she violates the Official Rules or acts: (a) in a manner Promoter determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant, winner or the Promoter; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Promoter reserves the right to award only the number of prizes stated in the Official Rules for that category to the entrants first selected as winners and in the order of selection.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT AND/OR WINNER TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winner, shall be governed by, and construed in accordance with the law of England and Wales without giving effect to any choice of law or conflict of law rules or provisions. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of England and Wales. Entrants and/or winner hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction they may have.

WINNER'S LIST: Entrants are responsible for complying with these Official Rules. To receive the winner's list for a specific Promotion, send a self-addressed stamped envelope to: Wayfair.co.uk Giveaway Winner List Request, c/o WAYFAIR STORES LIMITED, Wayfair House, Tuam Road, Galway Co. Galway, Ireland. Please reference the dates of the Promotion Period and Prize with your request.

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