

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. PROMOTION DATES

- a. The Make your Home Beautiful (“the Promotion”) will begin Friday, November 27, 2020 at 9:00 AM EST and end on May 30, 2021 at 11:59 PM EST
- b. The deadline for entries is May 30, 2020 at 11:59 PM EST

2. ELIGIBILITY RESTRICTIONS

a. The Promotion is open only to legal U.S. residents of the following counties in Brown Furniture’s (“the Store”) delivery area: New Hampshire: the Counties of Grafton and Sullivan, and the Towns of Hill, Danbury, Wilmot, New London, Newbury, Sutton, and Andover in Merrimack County. Vermont: the Counties of Orange and Windsor. All entrants must be 21 years of age or older at the time of entry. Employees of Nelson’s Home Furnishings, LLC (the “Parent Company”), its subsidiary, and affiliated entities, its advertising agencies, participating sponsors/promotional partners, other manufacturing vendors, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void outside the United States.

b. Individuals may only win a Store-conducted contest/sweepstakes once every year (365 days).

c. A driver’s license, appropriate picture identification, or other proof that entrant is the owner of an account or profile is required to claim a prize. The winner(s) will be required to execute and return an affidavit of eligibility, a publicity release, and a liability release within 3 days of selection notification. Failing compliance with any of these conditions, the winner will forfeit his/her selection and Sponsor(s) shall have the right but not the obligation to select another winner(s) based on the original judging criteria. A winner must take possession of his or her prize by 5:30 PM EST on October 31, 2021 or the prize will be forfeited.

d. Entrants are required to provide truthful information and the Store will reject and delete any entry that it discovers to be false or fraudulent. The Store will disqualify any entry from any individual who does not meet the eligibility requirements and will also delete any entry as required by law.

3. ENTRY

a. To participate in the Promotion, you may enter via the following method(s):

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By submission of an entry, an entrant releases Facebook from any responsibility or liability for the Promotion's administration, prizes or promotion. You are providing entry information to the Store and not to Facebook.

VIA FACEBOOK – The Participant will go to Facebook @brownfurniturenh and submit your first name and last name, complete address, city, state, zip code, telephone number, a valid email address, and before and after photos of the “redesigned room”.

VIA INTERNET – The Participant will go to www.Brownfurniture.com/makeyourhomebeautiful. Follow the links and instructions to enter and submit your first name and last name, complete address, city, state, zip code, telephone number, a valid email address, and before and after photos of the “redesigned room” in the online entry form.

Each Participant may only be entered into the promotion once, and a submission may not be supplemented or modified after submitted. Multiple entries will result in disqualification for the Participant. Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning the email address or the domain associated with the submitted email address. Multiple entrants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Store. The contest/sweepstakes administrator's computer is the official time-keeping device for the Promotion. By uploading photos you are granting the Store non-exclusive ownership and use of the photos in Promotional material to include broadcast, digital, and print advertising for both the contest and the Store. No photos entered may be used by any other entity without written consent of the Store.

b. Only one internet entry per person and one entry per email address are permitted.

4. PRIZES AND ODDS OF WINNING

a. There is one grand prize winner in this promotion. Each winner will receive a check not to exceed US\$10,000. The value of the check will be equal to the total receipts exclusively covering the amount actually spent (minus any rebates or refunds) on furniture only, including upholstery (chairs and sofas),

case goods, bedding, lamps, and rugs within the photographed vignette. The Store will not include the value spent on art or other decorations. All receipts must include date and time stamps indicating the purchase occurring within the contest date ranges. Receipts from stores other than of Brown Furniture will be validated and verified.

There will be four additional finalists selected that will each win a \$500.00 Gift Certificate from Brown Furniture.

b. The odds of winning depend on the number of eligible entries received.

5. The Store has the right to disqualify any winner for any reason. If a winner is disqualified, The Store has the option to choose another winner.

a. Winner is not required to be present to win.

b. There is no substitution, transfer, or cash equivalent for prizes, except that the Store may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed above and do not include taxes, gratuities or any other expenses, which shall be the winner's expense. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply.

6. WINNER SELECTION AND NOTIFICATION

a. Decisions of Store management with respect to the Promotion are final.

b. Five (5) finalists will be selected from the eligible participants received by a panel of 6 Store staff members based on esthetic and design quality. Those five (5) finalists will then be reviewed by a panel of judges who will select the Promotion winner based on esthetic and design quality. The finalists will be selected no later than June 5, 2020 and the final winner will be notified via phone and email by June 30, 2021.

c. Winner(s) must execute and return any required affidavit of eligibility and release, publicity release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen by a panel of 5 Store staff members based on esthetic and design quality. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit of eligibility and release, and/or publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to the Store in connection with a promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing the Store if his or her number is reassigned to another person at any time before the end of the Promotion set forth in Section I.a. of these rules, and for providing an alternative number where he or she may be reached.

d. Unless otherwise specified in the prize notification, all prizes or prize certificates may be picked up at the office of the Store at the address below. The winner(s) will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. The Store, its partner(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate

7. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Store (in combination with any prizes won in Promotions run by any other Nelson's Home Furnishings, LLC subsidiary) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the Store or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Store may, where legal, require a winner to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to return to the Store any required release.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

1. agree to grant the Store a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

2. acknowledge that the Store reserves the right, in its sole discretion, not to use the Materials at all; and

3. represent and warrant that: you are 21 years of age or older; you have the full legal right, power and authority to grant to the Store the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, the Store in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the Store, its partner(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Store may also require eligible Promotion winner(s) to sign a liability release confirming such consent.

f. The Store, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Store's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Store further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Store's control,

including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Store in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Store website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Store reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Store's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Store, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, the Store reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize that cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Store's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

1. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

2. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

3. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

4.. any claim or dispute regarding the Promotion or these Official Rules will be resolved pursuant to the laws of the State of New Hampshire, without regard to the conflicts of laws and rules of the State of New Hampshire;

5. any claim or dispute regarding the Promotion or these Official Rules will be resolved in a tribunal within the State of New Hampshire, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and

6. if for any reason a claim or dispute regarding the Promotion or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

7. The maximum recovery in any claim shall be limited to the actual amount the participant would have been entitled to if their entry had been selected, not to exceed \$10,000.00.

8. The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

9. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Make Your Home Beautiful Promotion send a self-addressed, stamped envelope specifying "Official Rules" or "Winner List" to Make Your Home Beautiful Winner List or Official Rules Request to Brown Furniture c/o Contest Department, 14 Interchange Dr, West Lebanon, NH 03784. A copy of the Official Rules and a list of winner(s) (when complete) are also available during regular business hours at the main store location, Brown Furniture, 14 Interchange Dr, West Lebanon, NH 03784. All such requests must be received within thirty (30) days following completion of the Promotion.

8. OFFICIAL RULES, TERMS OF USE AGREEMENT & PRIVACY POLICY

By entering this Promotion, you agree to be bound by these Official Rules and the Store's Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at:

www.brownfurniture.com/makeyourhomebeautiful or at Brown Furniture, 14 Interchange Dr, West Lebanon, NH 03784.