

2022 At Home Stores LLC “Ty Pennington Consultation” Sweepstakes

Official Rules

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES ENTRY PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. ALL ENTRIES HAVE THE SAME CHANCE OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW.

At Home Stores LLC (“At Home” or “Sponsor”) is offering the “2022 Ty Pennington Consultation Sweepstakes” (the “Sweepstakes”). The Sweepstakes is subject to these official rules (the “Official Rules”), and by entering, entrant (“Entrant”) agrees to be bound by them and the decisions of Sponsor, which are final and binding in all respects. The Sweepstakes will be administered by Robust Promotions LLC (the “Administrator”).

SWEEPSTAKES PERIOD: The Sweepstakes starts at 9:00:01 AM Central Time (“CT”) on February 23, 2022 and ends at 10:00 PM CT on April 5, 2022 (the “Sweepstakes Entry Period”). Administrator’s computer is the official timekeeping device for entry in the Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to persons who, at the time of entry and through awarding of any prize, are: legal residents of, and physically located within, one of the fifty (50) United States or the District of Columbia (the “Eligibility Area”); who are at least eighteen (18) years of age, or the age of majority in their state of residence, whichever is older. **VOID OUTSIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW.** Employees, contractors, directors, officers, and agents of Sponsor, its affiliates, subsidiaries, Administrator, and advertising/promotion agencies and the immediate families (spouse, parent, child, sibling, grandparent, and spouse and “step” of each) and members of the same household of each such person (whether or not related) are not eligible to enter or win. All entries submitted in compliance with these Official Rules and not disqualified or void are considered “Eligible Entries.” All entries are the property of Sponsor.

HOW TO ENTER: There are two (2) ways to enter the Sweepstakes.

(1) Make a purchase using your Insider Perks membership: You must be a Member of the At Home Insider Perks membership program to enter the

Sweepstakes by making a purchase. Membership is free. Visit www.athome.com/insider-perks/ and follow the links and instructions to register for the At Home Insider Perks membership program. Use of the At Home Insider Perks membership program is subject to the program Terms of Use, which are available at <https://www.athome.com/terms.html>. If you are currently a Member, or once you successfully complete the registration and become a member (a "Member"), there are two (2) methods for entering the Sweepstakes by making a purchase:

- a. In-Store: During the Sweepstakes Entry Period, visit any participating At Home store, make a purchase, and, at checkout, provide the telephone number linked to your Insider Perks account prior to the completion of your transaction (each a "Qualifying In-Store Purchase"). No minimum purchase is required. Qualifying In-Store Purchases must be received between 9:00:01 AM CT on February 23, 2022 and 10:00 PM CT on April 5, 2022. Qualifying In-Store Purchases are subject to all notices posted including, but not limited to, Sponsor's Privacy Policy. If Sponsor issues a refund to Entrant or if Entrant initiates a payment dispute or charge-back for any Qualifying In-Store Purchase, all entries associated with the Qualifying In-Store Purchase will be revoked. No entries will be given if the Insider Perks account is not linked at the time of purchase.
- b. Online Store: During the Sweepstakes Entry Period, visit At Home's online store at www.athome.com, make a purchase, and, at checkout, log in using your Insider Perks log in (each a "Qualifying Online Store Purchase"). No minimum purchase is required. Qualifying Online Store Purchases must be received between 9:00:01 AM CT on February 23, 2022 and 10:00 PM CT on April 5, 2022. Qualifying Online Store Purchases are subject to all notices posted on www.athome.com including, but not limited to, Sponsor's Privacy Policy. If Sponsor issues a refund to Entrant or if Entrant initiates a payment dispute or charge-back for any Qualifying Online Store Purchase, all entries associated with the Qualifying Online Store Purchase will be revoked. No entries will be given if the Insider Perks account is not linked at the time of purchase. NOTE: Message and data rates may apply if using a mobile device to visit or make a purchase online.

Insider Perks Members: For each Qualifying In-Store Purchase or Qualifying Online Store Purchase made during the Sweepstakes Entry Period, the Insider Perks Member associated with the account entered (at checkout for a Qualifying In-Store Purchase or at log in for a Qualifying Online Store Purchase) will receive one (1) entry into the Sweepstakes.

Insider Perks VIP Members: For each Qualifying In-Store Purchase or Qualifying Online Store Purchase during the Sweepstakes Entry Period, the

Insider Perks VIP Member associated with the account entered (at checkout for a Qualifying In-Store Purchase or at log in for a Qualifying Online Store Purchase) will receive five (5) entries into the Sweepstakes.

Except as provided in these Official Rules, there is no limit to the number of Qualifying In-Store Purchases or Qualifying Online Store Purchases an Insider Perks Member or Insider Perks VIP Member may make during the Sweepstakes Entry Period. Insider Perks Member information used to gain entry into the Sweepstakes by anyone other than the registered Insider Perks Member shall be void.

All valid entries received through the Qualifying In-Store Purchase or Qualifying Online Store Purchase methods will be included in the drawing for the Grand Prize. All valid entries received through the Qualifying In-Store Purchase or Qualifying Online Store Purchase methods will be included in the drawing for the Store Prize only either for the At Home store location at which the Qualifying In-Store Purchase was made or for the store location designated as 'My Store' on At Home's online store with a Qualifying Online Store Purchase. Entrants using the Qualifying In-Store Purchase or Qualifying Online Store Purchase methods of entry are prohibited from obtaining entry using the Mail-In Entry method.

- (2) Without making a purchase or becoming an Insider Perks Member:** During the Sweepstakes Entry Period, eligible Entrants may send a hand printed, stamped postcard, postmarked no later than March 29, 2022 and received by April 5, 2022, to: At Home/2022 Ty Pennington Consultation Sweepstakes Entry, c/o Robust Promotions LLC, 164 S. Myrtle Ave., Suite 1, Villa Park, IL 60181 (a "Mail-In Entry"). The Mail-In Entry must be legibly hand printed and include all of the following information on the postcard: first name, last name, street address (no P.O. Boxes accepted), city, state, zip code, birthdate, email address and phone number. Mail-In Entries that do not contain sufficient postage, are missing any information, or are copies or other mechanical reproductions are not permitted for Mail-In Entries and will be disqualified. Sponsor is not responsible for illegible, lost, late, misdirected, postage due, damaged or incomplete entries. Proof of mailing an entry is not proof of receipt. All valid entries received through a Mail-In Entry will be included in the drawing for the Grand Prize. All valid entries received through a Mail-In Entry will also be included in the drawing for the Store Prize only for the one (1) participating At Home store nearest to the address included in the Mail-In Entry, as determined by Administrator in its sole discretion. Entrants are prohibited from combining the Mail-In Entry method with any other method of entry.

Limit one (1) Mail-In Entry per address, per month during each month of the Sweepstakes Entry Period, regardless of the number of individuals residing at the address. For each valid and eligible Mail-In Entry, eligible Entrant will

receive five (5) entries, for a maximum of fifteen (15) entries into the Sweepstakes.

Entries received in excess of the entry limits stated in these Official Rules are void. Entries generated by unauthorized purchased transactions, automated or mechanical means, or means which subvert the entry process will be void. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.

RANDOM SWEEPSTAKES DRAWINGS/WINNER NOTIFICATION: Winners will be determined via random drawing from all eligible entries received on or about April 7, 2022 by Administrator, Robust Promotions LLC, an independent third-party organization, whose decisions will be final in all matters relating to this Sweepstakes. Odds of winning will be determined by the total number of eligible entries received from all methods of entry combined. Potential winners will be notified by email. If a potential winner does not respond to the notification within five (5) business days, or prize or prize notification is returned as undeliverable, prize will be forfeited. All prizes that are properly claimed will be awarded. Sponsor shall have no liability for a potential winner's failure to receive notices due to the potential winner's spam, junk e-mail or other security settings or for a potential winner's provision of incorrect or otherwise non-functioning contact information. If a potential winner cannot be contacted, is ineligible, or fails to claim the prize within the indicated time period, prize will be forfeited. Sponsor is not responsible for technical difficulties, telephone or cell phone service disruptions or other equipment or service issues which might affect the ability of Sponsor or Administrator to notify the potential winner. If the potential winner is an eligible minor in their jurisdiction of residence, prize may be awarded in the name of their parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

PRIZES AND APPROXIMATE RETAIL VALUES (ARV):

Grand Prize: One (1) Grand Prize Winner will receive: a One Thousand Dollar (\$1,000.00) digital At Home gift card, plus one (1) design consultation with Ty Pennington (conducted virtually).

ARV of the Grand Prize: \$1,500.00.

Store Prize: Two Hundred Forty-Two (242) Store Prize Winners (one (1) per participating At Home store location) (each a "Store Prize Winner") will each receive: a Fifty Dollar (\$50) digital At Home gift card.

ARV of each Store Prize: Fifty Dollars (\$50.00). Total ARV of all Store Prizes: Twelve Thousand One Hundred Dollars (\$12,100.00).

Total combined ARV of all prizes: Thirteen Thousand Six Hundred Dollars (\$13,600.00).

Each Store Prize will be fulfilled approximately five (5) business days following Store

Prize Winner verification. Prizes will be sent to the email address provided in winner verification documents. Gift Cards are subject to certain terms and conditions as specified by Sponsor. Each Winner is solely responsible for any federal, state, and local taxes associated with acceptance of their prize.

Grand Prize will be fulfilled in two parts. The At Home digital gift card will be sent approximately five (5) business days following Grand Prize Winner verification. The virtual design consultation portion of the prize will be coordinated with Sponsor. Sponsor will provide Grand Prize Winner with available dates for the virtual design consultation and Grand Prize Winner must select among available dates. In the event Grand Prize Winner is unable to attend on any of the available dates provided, or selects a date but is unable to attend at the designated date/time for any reason, this portion of the prize will be forfeited and Sponsor shall have no further obligations. If Ty Pennington is not available for the virtual design consultation, for reasons including, but not limited to, scheduling conflict, cancellation, postponement, or for any other reason, then Sponsor reserves the right to award only the gift card portion of the Grand Prize only, with no further obligation to the Grand Prize Winner. Grand Prize Winner will be required to supply Sponsor with their social security number for tax purposes. Grand Prize Winner will receive an IRS Form 1099MISC for the ARV of their prize. Grand Prize Winner is solely responsible for any and all federal, state, and local taxes associated with acceptance of their prize.

All prizes will be awarded, provided there are sufficient eligible Entries received. Prizes are non-transferable and cannot be sold or redeemed for cash. In the event that a prize or portion thereof is unavailable, Sponsor reserves the right to substitute a cash payment of equal or greater value. Prize winners are solely responsible for all federal, state and/or local taxes and for any other fees or costs associated with the prize they receive, regardless of whether prize, in whole or in part, is used. Sponsor has made no warranty or guarantee in whole or in part, express or implied, in fact or in law, in relation to the use of any prize, including, but not limited to, its quality and merchantability, fitness for a particular purpose or suitability for use. In the event a prize is unclaimed, it will not be awarded.

There is a limit of (1) prize per address. Acceptance of prize constitutes each winner's permission for Sponsor and its designees to use of their name, address, voice, statements relating to the Sweepstakes or Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or the Released Parties (as defined below) in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

Sponsor is not responsible for misdirected prizes, lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, emails or toll-free phone calls, or for incomplete Insider Perks profiles, or for problems of any kind, whether mechanical, human or electronic, all of which will result in disqualification of the entry. Neither Sponsor nor any of the Released Parties shall be held responsible for any

delays in awarding prizes for any reason outside of their control. Prizes will only be awarded to verified winners. Proof of submission will not be deemed to be proof of receipt by Sponsor.

GRAND PRIZE CODE OF CONDUCT: The conduct of the Grand Prize Winner will be under the supervision of Sponsor and Ty Pennington and staff whose decisions are final and binding in all aspects relating to the virtual design consultation. Virtual design consultation may be terminated at the sole discretion of Sponsor for any reason at any time, including but not limited to the advice of Ty Pennington and staff. At the sole discretion of Sponsor and Ty Pennington and staff, if the Grand Prize Winner uses profanity, or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, Sponsor shall have the right to terminate the virtual design consultation. By participating in the virtual design consultation, the Grand Prize Winner grants Sponsor the right to record their participation in the virtual design consultation and consents to the use of their name, hometown and biographical information, voice, picture, video, image and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review, or approval, except where prohibited by law. The Grand Prize Winner must not be: (i) represented under a contract (e.g., by a talent agent or manager) either at the time of entry or at any time prior to the virtual design consultation; (ii) subject to an acting, modeling or any other contract that would make their appearance in connection with the virtual design consultation a violation of any third-party rights; or (iii) under any other contractual relationship, including but not limited to any guild or union memberships, that would in any way limit or impair Sponsor's ability to display or use their name, hometown, biographical information, voice, picture, video and/or or likeness in any media form, in perpetuity on a royalty-free basis, without any payment of fee obligations of any kind.

GENERAL CONDITIONS: By entering the Sweepstakes, Entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor or Administrator, which will be final and binding in all matters relating to the Sweepstakes. By participating, Entrant agrees to release, discharge and hold Sponsor, Ty Pennington, and Administrator, and their respective parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and each of their respective employees, officers, directors, shareholders, representatives and agents, as well as the successors and assigns of any of the foregoing parties (collectively, the "Released Parties"), from any and all liability, loss, litigation, claim, or damage, including illness, injury, or death, that may occur, directly or indirectly, whether caused by negligence or not, from (i) participation in the Sweepstakes and/or acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries/text messages/postcards, regardless of

cause. Sponsor makes no representation, warranty or guarantee of any kind regarding the prizes offered in the Sweepstakes.

A potential winner is not a prize winner until their eligibility has been verified and it is determined that they have complied with all terms of these Official Rules.

Under no circumstances will more than the stated number of prizes set forth herein be awarded. Sponsor reserves the right, in its sole discretion, to modify or terminate this Sweepstakes (or any portion thereof), should any technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Entrant's fraud or misconduct affects the integrity of the Sweepstakes or is otherwise in violation of these Official Rules, as determined by Sponsor in its sole discretion. Any other form of entry not specified herein is prohibited. No automatic, programmed, robotic or similar means of entry are permitted. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release(s) are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

By participating, Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of State of Texas, without giving effect to any choice of law or conflict of law rules. By participating, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Plano, Texas. Any failure to enforce any term, condition or provision of these Official Rules shall not constitute a waiver of such term, condition or provision.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

Please see Sponsor's [Privacy Policy](#) for details regarding the use of personal information collected in connection with Insider Perks and this Sweepstakes. If you are chosen as a winner, your information may be included in a publicly-available winners list.

WINNERS LIST REQUEST: For a list of Prize winners, send a self-addressed, stamped envelope, for receipt by April 30, 2022, to: Robust Promotions LLC, Attn: 2022 At Home Stores LLC "Ty Pennington Consultation" Sweepstakes Winners List, 164 S. Myrtle Avenue, Suite 1, Villa Park, IL 60181.

This Sweepstakes is sponsored solely by At Home Stores LLC, 1600 E. Plano Parkway, Plano, TX 75074.