

2022 At Home Stores LLC Sign Up to Text \$5000 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 At Home Stores LLC "Sign up to Text \$5,000" 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 2022 At Home Stores LLC "Sign up to Text \$5,000" Sweepstakes (the "Sweepstakes") begins on December 28, 2022 at 9:01:00 a.m. CT and ends on January 10, 2023 at 11:59:59 p.m. CT (the "Promotion Period"). For purposes of the Sweepstakes, Administrator's computer is the official time-keeping device for the Promotion.

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.

A. Entry Method No. 1: During the Promotion Period, send a text message with the keyword "ATHOME" from your SMS-enabled wireless device to **58303**.

Up to four (4) automated reply messages will be sent to complete and confirm entry into the Sweepstakes and complete the winner notification and verification process if you are selected as a potential winner. By entering via text, you agree to receive up to four (4) autodialed text messages from or on behalf of the Sponsor about the Sweepstakes. Text STOP to 58303 to stop receiving texts (a confirmation text will be sent). Text HELP to 58303 for help. Consent to receive text messages is not required or a condition of any purchase.

IMPORTANT: Message and data rates may apply for each text message sent or received. Your mobile telephone provider may not carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans prior to participation in this Sweepstakes. Each Text Message entry must be manually key-stroked/entered by the entrant.

B. Entry Method No. 2: Send a 3" x 5" postcard with your hand-printed full name, date of birth, mailing address, email and phone number to "AT HOME \$5,000 Sign up to Text" Sweepstakes, c/o Robust Promotions LLC, 164 S. Myrtle Ave., Suite 1, Villa Park, IL 60181 to receive one (1) entry into the Sweepstakes. All mail-in entries must be postmarked by January 10, 2023 and received by January 14, 2023. Any requests for entries which are made in any fashion other than as specified herein are void. Mail-In entries must be legibly hand-written. Mechanical reproductions, postage-due mail-in entries, or mail-in entries sent in excess of the entry limits set forth below will not be accepted. Mail-in entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Limit one (1) entry per person regardless of method of entry. Multiple Entries will automatically result in disqualification. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. All Entries become the property of the Sponsor and will not be returned.

RANDOM SWEEPSTAKES DRAWINGS/WINNER NOTIFICATION: One (1) Grand Prize winner will be determined via random drawing on or about January 17, 2023 by 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. Winner will be notified by text message or phone. Grand Prize winner will be required to complete, sign and return an Affidavit of Eligibility and Liability/Publicity Release, where lawful, within ten (10) days of date of attempted notification or prize may be forfeited. If a potential winner does not respond to attempt to be contacted within two (2) business days, or prize or prize notification is returned as undeliverable, prize will be forfeited and an alternate winner may be selected at Sponsor's sole discretion. Winner may be required to furnish valid proof of age (for example, a driver's license, birth certificate or passport). All prizes that are properly claimed will be awarded. Unclaimed prizes may not be awarded.

GRAND PRIZE AND APPROXIMATE RETAIL VALUES (ARV):

ONE (1) Grand Prize Winner will receive: a Five Thousand Dollar (\$5,000.00) At Home gift card.

ARV of the all prizes: \$5,000.00.

Grand Prize will be fulfilled approximately five (5) business days following Grand Prize Winner verification. The At Home \$5,000 gift card will be sent approximately five (5) business days following Grand Prize Winner verification. Gift Card is subject to certain terms and conditions as specified by Sponsor. Grand Prize winner is solely responsible for any federal, state, and local taxes associated with acceptance of their prize.

Grand Prize will be awarded, provided there are sufficient eligible entries received. Grand Prize is non-transferable, non-exchangeable, non-redeemable for cash and cannot be sold and must be accepted as awarded. In the event that a prize or portion thereof is unavailable, No

substitutions of any kind will be made on Grand Prize, except at the sole discretion of Sponsor who reserves the right to substitute a prize of comparable 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 prize is unclaimed, it will not be awarded.

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 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 prize for any reason outside of their control. Prize will only be awarded to verified winner. Proof of submission will not be deemed to be proof of receipt by Sponsor.

BACKGROUND CHECK: If Sponsor so elects, potential Grand Prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Promotion will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or the Sponsor as determined by Sponsor in its sole discretion. If requested, potential winner will agree to such background check and understand and agree that Sponsor may disqualify such winner based on the results of the background check.

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 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 February 1, 2023, to: Robust Promotions LLC, Attn: 2022 At Home Stores LLC "\$5,000 Sign Up to Text" Sweepstakes Winner 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.