

**The 2019 At Home Holiday Décor Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES/D.C., 18 YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.

1. Eligibility: The 2019 At Home Holiday Décor Sweepstakes (the “Sweepstakes”) is open to: legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older, and who are located in the United States or the District of Columbia, all at the time of entry. Employees, contractors, directors, officers and agents of At Home Stores LLC (“Sponsor”), its affiliates, subsidiaries, Robust Promotions LLC (the “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.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Sponsor’s “Social Media Influencers” (as determined and defined by Sponsor in its sole discretion) are not eligible to enter or win in the Sweepstakes.

2. Sponsor: At Home Stores LLC, 1600 E Plano Pkwy, Plano, Texas 75074.

Administrator: Robust Promotions LLC, P.O. Box 6299, Villa Park, IL 60181.

3. Sweepstakes Period: The Sweepstakes begins on November 1, 2019 at 12:00:01 a.m. Central Time (“CT”) and ends on November 30, 2019 at 11:59:59 p.m. CT (the “Sweepstakes Period”). All entries must be received before the Sweepstakes Period end time/date to be valid.

The winner selection for the Sweepstakes Period (as outlined in Section 6 below) will take place approximately two (2) business days after the conclusion of the Sweepstakes Period.

4. How to Enter the Sweepstakes: During the Sweepstakes Period, consumers may post on their Instagram an original photograph of their favorite At Home holiday décor along with the hashtag #athomefortheholidays and tag @AtHomeStores in their post to receive: (i) one (1) entry into Sweepstakes in the corresponding Sweepstakes Entry Period. *For the avoidance of doubt, Social Media Influencers cannot enter or win the Sweepstakes.* Individuals who do not follow all of the instructions, provide the required information, include the required hashtag, do not tag @AtHomeStores, do not follow @AtHomeStores, do not have their Instagram account set to public, and/or otherwise abide by these Official Rules or other instructions of Sponsor may be disqualified. *Entrant must have a public Instagram account to enter this Sweepstakes.* Entrant can create an Instagram account for free at Instagram.com. Instagram accounts are subject to Instagram’s terms of use.

Limit: One (1) entry per person/Instagram account during the Sweepstakes Period. No videos will be accepted. Each entry must be original and unique.

Sweepstakes entries must comply with the Content requirements set forth herein to be valid. As used herein, “Content” refers to all content entrant submits in connection with the Sweepstakes (including, but not limited to, any pictures, images, descriptions, writings, explanations, hashtags, tag names, background, etc.). Sponsor reserves the right to disqualify any individual whose Content does not adhere to the submission requirements, as determined in Sponsor’s sole discretion. Entries must be in English. By submitting Content for the Sweepstakes, entrant hereby warrants and represents that entrant’s Content conforms to the Content Requirements set forth herein.

Automated entries are prohibited and any such use will cause disqualification. Entrants may not enter with multiple email addresses/Instagram accounts nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. If it is discovered that entrant has entered or attempted to enter the Sweepstakes multiple times exceeding the stated limit by using multiple identities, Instagram accounts or email addresses, or that entrant submitted or attempted to submit more than the entry limit provided above, all of entrant’s entries may be declared null and void, and any prize entrant might have been entitled to will not be awarded, all as determined by Sponsor in its sole discretion. All Content will be subject to Instagram’s Terms of Use (found at www.instagram.com). Presence of Content on the Instagram Website is not a confirmation, representation or warranty by the Sponsor or any of its representatives that the Content is compliant with these Official Rules. Sponsor’s decisions with respect to whether Content complies with these Official Rules are final and binding and may be made by Sponsor at any time. Content that does not meet the requirements set forth in these Official Rules may not be acknowledged and may be automatically disqualified, in the sole discretion of the Sponsor.

5. Content Requirements: Entrants represent and warrant that their Content is the original work of such entrant, it has not been copied from others, it does not violate the rights of any other person or entity, and publication of the Content via various media including Web posting will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary. Any entrant whose Content includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including Sponsor's use of such Content, in a form satisfactory to administrator, upon request, prior to award of prize.

By submitting Content, entrant agrees that your Content is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to entrant. Entrant acknowledges that, by acceptance of your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than entrant.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY AND CONTENT MAY BE POSTED ON SPONSOR'S WEBSITE OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSOR, IN SPONSOR'S DISCRETION. Submission of Content grants Sponsor and its agents an unlimited, worldwide, perpetual license and right to publish, use and publicly perform the Content in any way, in any and all media, without limitation, and without consideration to the entrant.

All Content submitted by entrant must conform to the additional submission requirements set forth herein:

- Content must comply with these Official Rules and applicable terms of use;
- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street

addresses;

- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights, and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Sweepstakes. Do not copy entrant's favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the name, voice, likeness or persona of any party other than entrant's self unless entrant has obtained all rights necessary to permit entrant to use same in connection with Content and grant the rights herein granted to Sponsor;
- No background artwork should appear in Content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
- Content cannot contain materials embodying the names, likenesses, photographs or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict, and cannot itself, be in violation of any law.

CONTENT POSTED TO THE WEBSITE ARE NOT EDITED BY SPONSOR AND IS THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DOES NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the Sweepstakes submission requirements set forth herein in its reasonable discretion.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Sweepstakes Period, to request that any entrant resubmit his or her Content that fails to comply with the Sweepstakes entry requirements prior to any random selection, judging or finalist period.

6. Sweepstakes Drawing/Odds: On or around two (2) business days following the completion of the Sweepstakes Period, Sponsor will randomly select four (4) winners from among all eligible entries received during such Sweepstakes Period. Odds of winning a Sweepstakes prize depend on the number of eligible entries received.

7. Sweepstakes and Contest Winner Notification: On or around the Friday following the winner selection date at approximately 5:00 p.m. CT, all potential winners will be notified via a comment on/response to their entry. Potential winners are subject to verification. Potential winners will have five (5) days to respond to the notice with a valid email address. If a potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept

and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will be selected in a manner deemed fair and equitable by the Sponsor. Winners may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within ten (10) business days of attempted notification or prize may be forfeited. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address, Instagram name, mailing address and/or telephone number of entrants. Sponsor's decisions are final and binding in all aspects of this Sweepstakes.

8. Prizes: (4 total): Four (4) verified Sweepstakes winners from the Sweepstakes Period will each receive two \$1,500 At Home gift cards. ARV: \$3,000. Limit: one (1) Sweepstakes prize per person/household. Total ARV of all Sweepstakes Prizes: \$12,000.

Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Please allow 4-6 weeks for electronic delivery of prize after confirmation. Gift cards are subject to the terms, conditions and restrictions as set by Sponsor.

9. Release: As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, Administrator, each of their affiliates, subsidiaries, retailers and agents, and each of their officers, directors, employees and agents ("Released Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize including any item redeemed therewith; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses, and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

10. Ownership & License: Providing Content grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Content in any way, in any and all media, without limitation, and without consideration to the entrant. By accepting a prize, winner agrees that his or her Content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it

cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Content, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to their Content. Sponsor reserves the right to alter, change or modify the winning Content, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Content and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

11. Publicity: Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

12. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, virus, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will award the prizes from among all eligible, non-suspect entries received prior to cancellation in a manner deemed fair and equitable. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Binding Arbitration: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE

AND IN SECTION 10(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

14. Governing Law & Jurisdiction: This Sweepstakes and its Official Rules are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 14 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of Plano.

15. Entrant's Personal Information: Please see the privacy policy located at <https://www.athome.com/privacy-policy.html> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winners list.

16. Winners List: For a list of Prize winners, send a self-addressed, stamped envelope, for receipt by 12/31/19, to: Robust Promotions LLC, Attn: 2019 At Home Holiday Décor Winners List, P.O. Box 6299, Villa Park, IL 60181.