

## **At Home Scavenger Hunt OFFICIAL RULES**

### **NO PURCHASE NECESSARY**

**PROMOTION DESCRIPTION:** At Home Scavenger Hunt (the “**Promotion**”) takes place from September 25, 2024 at 12:00:01 a.m. Eastern Time (“**ET**”) to October 15, 2024 at 11:59:59 p.m. ET (the “**Promotion Period**”). The Promotion consists of a random draw sweepstakes (the “**Sweepstakes**”) wherein one (1) “Sweepstakes Prize” (as defined below) will be awarded in a random drawing at the end of the Promotion Period from among all eligible entries received during the Promotion Period and an online instant win game (“**Instant Win**”) wherein Instant Win prizes will be awarded, as described herein. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of At Home Stores LLC, 9000 Cypress Waters Blvd., Coppell, TX 75019 (“**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal United States residents residing in the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize. Promotion is void where prohibited by law.

### **HOW IT WORKS:**

#### Sweepstakes:

During the Promotion Period, go to [www.athome.com/scavengerhunt](http://www.athome.com/scavengerhunt) (the “**Website**”), complete the registration form with your first name, last name and email address, then, check the box confirming that you agree to these Official Rules, and follow the on-screen instructions to submit your entry and receive one (1) entry into the Sweepstakes.

You can then receive one (1) additional Sweepstakes for each of the following that you complete (in order to get a bonus entry, you must return to the Website and provide the same email address that was provided during the initial entry):

1. Follow the instructions on the Website to sign up for SMS text messages from Sponsor. Once you have completed sign-up, you will receive a keyword via return text message. To earn one (1) entry, return to the Website and follow the on-screen instructions to enter the keyword where indicated.
2. Follow the instructions on the Website to “Visit At Home on Facebook” to unlock the play for fun game, play the game (score has no bearing on the determination of winners) and you will earn one (1) entry into the Sweepstakes.
3. Follow the instructions on the Website to “Visit At Home on Instagram” to unlock the play for fun game, play the game (score has no bearing on the determination of winners) and you will earn one (1) entry into the Sweepstakes.
4. During the Promotion Period, signs will be posted at participating At Home locations. There will be five (5) different signs, each containing a unique keyword. To get an entry into the Sweepstakes and see if you have won an Instant Win prize, scan the QR code on display at participating At Home locations using the camera on your wireless phone and click on the link to be redirected to the Website. At the Website, provide

your email address and the keyword located on one of the in-store signs and you will receive one (1) entry into the Sweepstakes and be instantly notified if you have won an Instant Win prize, subject to verification of eligibility and compliance with these Official Rules.

Limit nine (9) entries per person throughout the Sweepstakes Period (one (1) initial entry, one (1) entry for completing the SMS task, one (1) entry for completing the Facebook task, one (1) entry for completing the Instagram task, and one (1) entry for each keyword entered – up to a maximum of five (5) entries. Entries plays in excess of the foregoing stated limitation will be void.

**TEXT AND DATA CHARGES MAY APPLY TO REGISTERING FOR SMS MESSAGES FROM SPONSOR.** By registering to receive text messages from Sponsor, you are consenting to receive up to two (2) reply text messages per request regarding the Promotion as well as two (2) text messages per month containing marketing communications from Sponsor. Consent is not a condition of entry. By registering for text messages from Sponsor via text you are giving electronic written consent. Participants must have a mobile phone with text messaging capabilities to register to receive text messages. Participants registering for text messages may incur a standard text message charge from their wireless service provider for each message sent and received. Check with your wireless service provider for details on these and any other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. A participant may, at any time, choose to not receive further text messages by sending an opt-out text message by replying with “STOP” to any text message received by Sponsor. If a participant sends an opt-out text message, they will be sent a reply text message, which will confirm that they have been unsubscribed and will receive no further text messages. For help, reply with the word “HELP” to any text message received by Sponsor.

**Instant Win Prize Winner Determination:** One (1) computer generated winning time will be randomly generated for each Instant Win Prize available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the Instant Win Prize indicated, subject to verification of eligibility. If you are a potential Instant Win Prize winner, you will be provided with instructions on how to claim your Instant Win Prize during your online session. If you receive a message that contains any message other than a winning message, you are not an Instant Win Prize winner.

By participating in this Promotion, you consent for Sponsor to obtain, use, and transfer your name, address, email and other details for prize fulfillment purposes and marketing, advertising and other commercial purposes as set forth in Sponsor's Privacy Policy available at <https://www.athome.com/privacy-policy.html>.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this

Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification. All entries become the property of Sponsor.

In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the email address associated with the winning registration as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

**SWEEPSTAKES PRIZE WINNER SELECTION AND NOTIFICATION:** At the conclusion of the Promotion Period, one (1) potential Sweepstakes Prize ("**Sweepstakes Prize**") winner will be randomly selected from all eligible entries received during the Promotion Period. The potential Sweepstakes Prize winner will be notified by e-mail, using contact information associated with the potential Sweepstakes Prize winner's Promotion registration. Sponsor shall have no liability for any potential Sweepstakes Prize winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential Sweepstakes Prize winner does not respond within seventy-two (72) hours of the first notification attempt, or if the Sweepstakes Prize or Sweepstakes Prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their Sweepstakes Prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of a Sweepstakes Prize in accordance with the above procedure, after which the Sweepstakes Prize in question may go unawarded if it remains unclaimed. If any potential Sweepstakes Prize winner is found to be ineligible, or if they have not complied with these Official Rules or decline the Sweepstakes Prize for any reason prior to award, such potential Sweepstakes Prize winner will be disqualified and an alternate Sweepstakes Prize winner may be selected.

#### **PRIZES/ODDS:**

##### SWEEPSTAKES PRIZE:

One (1) Sweepstakes Prize is available. The Sweepstakes Prize consists of a \$3,000 At Home Gift Card. The winner will be sent physical gift cards in the mail.

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

INSTANT WIN PRIZES:

UNCLAIMED/UNREDEEMED INSTANT WIN PRIZES WILL NOT BE AWARDED.

One Hundred Forty-Seven (147) \$50 At Home Gift Card prizes are available.

Two Hundred Ten (210) \$25 At Home Gift Card prizes are available.

Five Hundred Thirty-One (531) \$10 At Home Gift Card prizes are available.

Five Thousand Eight Hundred Eighteen (5818) \$5 At Home Gift Card prizes are available.

Total ARV for all Instant Win Prizes available in this Promotion: \$47,000.

Odds of winning an Instant Win Prize depend on the total number of eligible plays and the time and date upon which they are entered. Limit one (1) Instant Win Prize per person.

Total ARV for all Prizes available in this Promotion: \$50,000.

Gift cards are subject to separate terms and conditions imposed by issuer.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential Sweepstakes Prize winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. The Sweepstakes Prize winner will receive an IRS Form 1099 following receipt of such prize for the actual retail value of the prize received.

**GENERAL:** Acceptance of a prize constitutes prize winner’s permission for Sponsor and its designees to use prize winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose, its

value, the ability to re-sell such prize, or that the prize will continue to function or be displayed as intended. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select any remaining winner(s) in a random drawing from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

**GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST:** For the names of the winners of prizes value at \$25 or more, send a self-addressed, stamped envelope to: At Home Scavenger Hunt Winner, 2100 N. Greenville Ave., Suite 400, Richardson, TX 75082. All such requests must be received within six (6) weeks after the end of the Promotion Period.