

2025 Back-to-School 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 MISSOURI, MISSISSIPPI, AND NEW MEXICO ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE. OPEN TO ALL CITIZENS, OR LAWFUL PERMANENT RESIDENTS, OF THE U.S. WHO ARE, AT THE TIME OF ENTRY AND THROUGH PRIZE FULFILLMENT, 18+, RESIDING FULL-TIME WITHIN A 25 MILE RADIUS OF A PARTICIPATING STORE, AND PRESENT AT THE EVENT.

1. Eligibility: The 2025 Back-to-School Sweepstakes (“Sweepstakes”) is open to: all citizens, or lawful permanent residents, of the United States, who are, at the time of entry and through winner verification and prize fulfillment: (i) at least eighteen (18) years of age or older; (ii) residing, on a full-time basis, within a twenty-five (25) mile radius of a Participating Store (as defined in Section 3 below) as measured using Google Maps driving directions (as determined by Sponsor in its sole discretion), and; (iii) present at the Event (as defined in Section 3 below). Employees, contractors, directors, officers, and agents of Ashley Global Retail, LLC (“Sponsor”), and its parent companies, affiliates, subsidiaries, distributors, sales representatives, advertising and promotion agencies, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such individual (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 is void outside of Missouri, Mississippi, New Mexico, and 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.

2. Sponsor: Ashley Global Retail, LLC, 1670 E 8th Ave., Tampa, FL 33605.

3. Sweepstakes Entry Period: You can only enter this Sweepstakes by visiting one of Sponsor’s participating stores, which stores are listed in Addendum A, attached hereto (“Participating Store(s)”).

The Sweepstakes will take place during the open, operating hours of each Participating Store from August 15, 2025 through August 17, 2025 (the “Sweepstakes Entry Period”) in conjunction with the Back-to-School event occurring at each Participating Store (each an “Event”). All entries must be received during the Sweepstakes Entry Period times/dates to be valid.

If Event dates are postponed, delayed, or changed for any reason, the Sweepstakes, or any portion thereof, may be cancelled or held during the new Event date (as determined by Sponsor in its sole discretion).

4. How to Enter: During the Sweepstakes Entry Period, visit the store, and find a poster with the Sweepstakes QR code. Use your smart phone to scan the QR code to access the Sweepstakes registration form. Then, fully fill out and submit the registration form with all required information, including your name, email, phone number, mailing address, and/or any other information requested by the Sponsor to receive one (1) entry into the Sweepstakes.

Individuals who do not follow all of the instructions, provide the required information, submit the registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Limit: One (1) total Sweepstakes entry per person.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

By visiting the Event, you understand the inherent risks associated with attending a public gathering in light of the COVID-19 and other communicable diseases. You acknowledge that all associated risks are your own and that Sponsor shall not be responsible if you contract or are exposed to COVID-19 or such communicable diseases.

5. Sweepstakes Drawing: On or around August 19, 2025, Sponsor will randomly select one (1) winner from among all eligible entries received during the Sweepstakes Entry Period. Odds of winning a prize depend on the number of eligible entries received. All potential winners are subject to verification.

On or around August 19, 2025, the potential winner will be notified via email at the email address provided during entry into the Sweepstakes. Each potential winner must respond via email to such notification within three (3) business days or that potential winner will be disqualified and any prize forfeited. Each potential winner is subject to verification. Each potential winner may be required to complete, sign and return a notarized Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within three (3) business days of attempted notification or prize may be forfeited. If any 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 fully completed (with notarization, as applicable) and 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 (or any portion thereof) as stated, then such potential winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. 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 and/or mailing address of entrants. Sponsor is not responsible to leave any voicemail or other message when calling a potential winner to notify.

6. Prize: One (1) verified winner will receive one (1) frozen drink maker. Total Approximate Retail Value ("ARV") of prize: \$350.

Receiving a prize is subject to verification of eligibility and compliance with these Official Rules. Color, size, version, model, and all other prize details shall be determined by Sponsor in its sole discretion. Winners acknowledge that Sponsor has not made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties

and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

Limit: one (1) prize per person/household. Any difference between stated ARV and actual value of prize (if any) will not be awarded. 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. Each winner will be required to complete a Form W-9 prior to receiving the prize. Each winner will be issued an IRS 1099 form for prizes over \$600 USD. Unclaimed prizes may not be awarded.

7. 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, its affiliates, subsidiaries, retailers, and each of their officers, directors, employees and agents (collectively, "Sweepstakes Parties"), from any and all liability, loss or damage incurred with respect to the attendance at the Event, participation in the Sweepstakes, and/or the awarding, receipt, possession, and/or use or misuse of any prize or 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.

8. 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 Sponsor's 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.

9. General Conditions: By participating, entrants agree to these Official Rules and the decisions of Sponsor with respect to the Sweepstakes and the awarding of any prize, which shall be final and binding in all respects. 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 randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. 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 promotion 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.

10. 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 Florida 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 7, SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

11. Governing Law & Jurisdiction: This Sweepstakes and its Official Rules are governed by US 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 Florida, 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 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Tampa, Hillsborough County, Florida.

12. Entrant’s Personal Information: Please see the privacy policy located at <https://www.ashleyfurniture.com/privacy-policy/> 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 winner's list.

13. Sweepstakes Winner's List: For a list of Sweepstakes winners, mail a self-addressed, stamped envelope marked as "2025 Back-to-School Sweepstakes" Attn: Emily Pihlstrom and sent to: 1670 E 8th Avenue, Tampa, FL 33605. Requests must be received by September 26, 2025.

Addendum A

Participating Stores (any Sponsor store not listed below is ***not*** a “Participating Store”):

- 1715 E Independence St, Springfield, MO, 65804
- 2128 Jackson Ave W, Oxford, MS, 38655
- 3299 Del Rey Blvd, Las Cruces, NM, 88012