## Delivering Dreams - Houston Contest Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN TEXAS 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+ AND RESIDING FULL-TIME WITHIN A 50 MILE RADIUS OF THE 77002 HOUSTON ZIP CODE.

1. Eligibility: The Delivering Dreams - Houston Contest ("Contest") 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; and (ii) residing, on a full-time basis within 50 miles of the 77002 Houston zip code. Employees, contractors, directors, officers, and agents of Ashley Global Retail, LLC ("Sponsor"), Houston NFL Holdings, L.P. d/b/a Houston Texans, and FlyteVu Agency, LLC, and each of their parent companies, affiliates, subsidiaries, distributors, sales representatives, advertising and promotion agencies, and all other service agencies involved with the Contest, and members of their immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where the reside) and household of each such individual (whether or not related) are not eligible to enter or win.

This Contest is subject to all applicable federal, state, and local laws and regulations and is void outside of Texas 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 Contest. 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.** Contest Entry Period: Contest entry will take place from 12:00 AM Central Time ("CT") on September 7, 2025 through 11:59 PM CT on October 3, 2025 (the "Contest Entry Period"). All entries must be received during the Contest Entry Period times/dates to be valid.
- **4. How to Enter:** During the Contest Entry Period, visit <a href="https://www.ashley.com/deliveringdreams">https://www.ashley.com/deliveringdreams</a> to access the Contest registration form. Then, fully fill out and submit the registration form with all required information below (the "Information") to receive one (1) entry into the Contest for yourself or another individual:
  - Entrant's name, email, phone number, mailing address, and/or any other information requested by Sponsor.
  - One (1) answer of two hundred (200) words or less to "Why do you deserve a home furniture makeover?" (the "Essay").

The Essay you submit must conform to the additional submission requirements set forth herein (the "Requirements"):

- Essay must comply with these Official Rules;
- Essay must be in English;
- Essay must be an original work and not a result of the use of Generative Artificial Intelligence (i.e. ChatGPT) or any similar program;

- Essay 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;
- Essay 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;
- Essay cannot be obscene or offensive, endorse any form of hate or hate group;
- Essay cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Essay cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind (other than Sponsor's brands/products), without permission, or (other than as set forth herein) contain any personal identification, such as license plate numbers, e-mail addresses or street addresses:
- Essay cannot infringe on copyrighted materials owned by others 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 Contest;
- Essay cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Essay cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (as determined by Sponsor in its sole discretion); and
- Essay cannot depict, and cannot itself, be in violation of any law.

Individuals who do not follow all of the instructions, provide the required information, timely submit the registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Limit: One (1) entry per person. If an individual is entered into the Contest more than once, only the first entry will be considered.

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 Contest 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.

## **5. How Winners will be Chosen**: This Contest consists of two phases.

**Phase I:** On or around October 6, 2025, Sponsor will begin to have judges, in their sole discretion, select six (6) finalists from among all eligible entries received. Essays will be judged on the following criteria: creativity/originality, authenticity, entrant's community involvement, and potential impact of prize on the entrant's life.

On or around October 6, 2025, the potential winners will be notified via email at the email address provided during entry into the Contest. Each potential winner must respond to such notification by phone/email within two (2) days or they will be disqualified and a new potential winner will be chosen in their place. 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 two (2) business days of attempted notification or prize may be forfeited. The winners will then be asked to submit a video (the "Video(s)") portraying the state of their current home and further explaining why they are a deserving recipient of a home makeover by October 13, 2025.

**Phase II:** On or around October 15, 2025, Sponsor will begin to have judges, in their sole discretion, select the winner of the home makeover (the "Grand Prize Winner") from among all Videos received. The Videos will be judged on the following criteria: creativity/originality, authenticity, entrant's community involvement, and potential impact of prize on the entrant's life.

In the event of any tie, the tied entries will be judged based on the above criteria by a tie-breaking judge selected by Sponsor. Sponsor's decision regarding the winners of each phase of the contest will be final.

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. Prizes (6 total; Total ARV: \$54,020):

- Runners Up Prize: Five (5) verified winners will each receive: (i) \$500 credit for Ashley product (in retail value), (ii) four (4) tickets to a Houston Texans 2025 season home game at NRG Stadium (the "Game"), and (iii) four (4) Houston Texans jerseys. Total Approximate Retail Value ("ARV") of prize: \$2,420.
- **Grand Prize:** One (1) verified winner will receive: (i) an Ashley home furniture makeover valued at up to \$40,000, (ii) four (4) tickets to a Game, and (iii) four (4) Houston Texans jerseys. ARV of prize: \$41,920.

Any difference between stated ARV and actual value of prize will not be awarded. Limit: one (1) prize per person/household.

CREDIT MUST BE USED IN A SINGLE TRANSACTION WITHIN SIXTY (60) DAYS OF ISSUANCE OR SUCH CREDIT, OR REMAINING PORTION THEREOF, SHALL BE FORFEITED. Runners Up Prize winners will work with Sponsor to select and fulfill prize at a participating Sponsor store within a 50 mile radius of the 77002 Houston zip code. The value of any items or furniture those winners select to use with their credit will be subject to all applicable state and local taxes on the purchase of tangible property. Taxes are determined by such item or furniture's full retail value. If any item amounts, taxes, delivery charges, and/or service charges (if applicable) exceed the credit amount, they will be the applicable winner's sole responsibility. If a winner selects item(s) totaling less than the credit amount, the remainder of the credit will be forfeited and shall not be awarded to the winner. Credit will not be replaced if lost or stolen and must be surrendered at time of purchase. Ashley credit cannot be used on

event featured items, items listed as "Online Only" (items shipped directly from a third party vendor), Ashley Outlet items, floor models, previous purchases, furniture protection plans, or warranty and service charges. Ashley credit cannot be used on Nectar, Beautyrest Black®, Tempur-Pedic®, Purple®, Stearns & Foster®, Sealy® hybrid, or Serta® iComfort® mattress purchases.

The Grand Prize winner is solely responsible for filing any required federal income tax returns and for reporting the prize and tax paid on their behalf as income to the IRS. The Sponsor will pay the estimated federal income tax withholding on behalf of the winner. The total value of the prize, including the tax paid by the Sponsor, is estimated at \$52,631.58, based on a 24% federal tax rate. The Sponsor will issue an IRS Form 1099-MISC by January 31, 2026, to the winner and IRS for the full grossed-up value. The winner must provide a valid Social Security Number and complete IRS Form W-9 prior to receiving the prize.

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.

A prize shall not include any expenses incurred by winners, including without limitation, transportation to/from the Game and all such expenses shall be the sole responsibility of the winners. 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. Winners will be required to complete a Form W-9 prior to receiving a prize. Winners will be issued an IRS 1099 form for prizes over \$600 USD. Unclaimed prizes may not be awarded.

Date of the Game shall be determined by Sponsor in its sole discretion. Game tickets must be used by the winner and their three (3) guests. Tickets are not transferrable. A minor may accompany winner as a guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during prize by minor's parent or legal guardian. Lost, stolen or damaged tickets will not be replaced or exchanged.

Sponsor is not responsible for any delay or cancellation of the prizes, the Game, or any portion of the prizes due to unforeseen circumstances, or those outside of Sponsor's control. If, for whatever reason, a performance is cancelled prior to, or during, the Game, the experience will not be awarded, and Sponsor will not provide any compensation or substitution for that portion of the prize; And, if any remaining portion of the prize cannot be awarded for any reason, Sponsor reserves the right to substitute any prize with another prize of equal or greater value.

Attendance and participation in the Game are subject to any and all additional regulations, requirements, conditions or restrictions of or communicated by the Sweepstakes Parties or the Game venue, or related parties including, without limitation, any requirements, conditions or restrictions included or referenced on the tickets provided to attend the Game. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner and his/her guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game, or in any other objectionable behavior. Attendees must follow all Game venue health and safety rules with regard to distancing and wearing masks, if any. Public health requirements are subject to change and can impact the requirements for entry; be sure to check the Game venue website for updates prior to attending the Game. The Sweepstakes Parties, the Game venue, or related parties shall have no responsibility to any winner, or

their guest, should any winner or their guest be denied to the Game if they do not meet the requirements for entry at the time of the Game.

By accepting a prize for Game tickets, winners and their guests agree and acknowledge the inherent risks associated with attending a public gathering in light of COVID-19 and other communicable diseases. Winners and their guests acknowledge that all associated risks are their own and that Sponsor shall not be responsible if they contract or are exposed to COVID-19 or such communicable diseases.

- **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, Houston NFL Holdings, L.P. d/b/a Houston Texans, and their affiliates, subsidiaries, retailers, and each of their officers, directors, employees and agents (collectively, "Contest Parties"), from any and all liability, loss or damage incurred with respect to the attendance at the Participating Store, participation in the Contest, 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 Contest, 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, likeness, and/or social media handles 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 Contest 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 Contest 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 Contest, 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 Contest, 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 Contest 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 Contest 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 Contest 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 CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST, 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 CONTEST, 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 Contest 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 Contest Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, 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 <a href="https://www.ashleyfurniture.com/privacy-policy/">https://www.ashleyfurniture.com/privacy-policy/</a> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

