

## Bed Bath & Beyond® Refresh Your Bedroom Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Bed Bath & Beyond® Refresh Your Bedroom Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, including the District of Columbia, Puerto Rico, and Canada (excluding the province of Quebec) who are at least who are at least eighteen (18) years old or the age of majority in their place of residence at the time of entry. Employees and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside), and those living in their same households, whether or not related, of Bed Bath & Beyond Inc., participating prize vendors, HelloWorld, Inc., and their respective parents, affiliates, subsidiaries, retail locations, advertising and promotion agencies along with the officers, directors, owners, members, agents and employees of each of them, and companies involved in the implementation and execution of the Sweepstakes (and their respective parents) are not eligible to enter or win. The Sweepstakes is subject to all applicable laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, NJ 07083. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on May 15, 2017 at 9:00 a.m. United States Eastern Time ("ET") and ends on May 22, 2017 at 12:00 p.m. ET (the "Promotion Period"). Instagram LLC's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** There are two (2) ways to enter this promotion:

**Enter by Commenting on Instagram:** During the Promotion Period, you may enter this promotion either by visiting the Bed Bath & Beyond ® Instagram page (<https://www.instagram.com/bedbathandbeyond/>) or checking your Instagram newsfeed for Sponsor's Sweepstakes post. ***Posting on Instagram requires a mobile device and therefore message and data rates may apply***

Follow @bedbathandbeyond and respond to the question posted as a comment to the post. You will receive one (1) entry into the Sweepstakes drawing for your qualified comment. Qualified comments must be responsive and may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, participating vendors, or any other person or party or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any comment that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

**Enter by Email:** Send an email to [RefreshYourBedroom@helloworldfulfillment.com](mailto:RefreshYourBedroom@helloworldfulfillment.com) and include the following information in the body of the email: your name, valid email address, home mailing address, date of birth, day-time phone number and Instagram handle (if you have one). You will receive one (1) entry into the Sweepstakes drawing.

All Entries must be completed and submitted by 12:00 p.m. ET on May 22, 2017, to be eligible for the random drawing.

**Limit:** You may enter only one (1) time. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations, logins, email addresses or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated

system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram account or email address used will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address used to create the Instagram account or is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being an authorized account holder.

**5. Sponsor's Use of Submissions:** Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received, on or around May 22, 2017. If Winner entered on Instagram: Winner will be notified by @Bedbathandbeyond by Direct Message on Instagram. Winner will be required to log in to their Instagram account to receive the Sponsor's private message which will provide instructions to contact the Administrator via email. Winner must contact Administrator within three (3) days of date of Sponsor's notification or attempted notification. If Winner Entered by Email: Winner will be contacted by Administrator via email or phone. Once contacted by Administrator, regardless of method of entry, a Winner will be required to sign and return a Declaration of Compliance, Liability and (where not prohibited) Publicity Release ("Declaration") within seven (7) days of the date notice or attempted notice is sent in order to claim the prize. If the winner is a resident of Canada, the Declaration will include time-limited skill testing question that potential winner must correctly answer without any assistance in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**7. Prize: ONE (1) GRAND PRIZE:** Prize Package includes the following: one (1) Claritin® Ultimate Allergen Embossed Stripe Comforter, one (1) Claritin® Ultimate Allergen ClearLoff™ Goose Down Comforter, one (1) Claritin® Ultimate Allergen Embossed Mattress Protector, one (1) Claritin® Ultimate Allergen Embossed Comforter Cover, one (1) TEMPUR-PEDIC® Tempur-Topper Supreme 3-Inch Mattress Topper, two (2) The NeckPillow™ by TEMPUR-PEDIC®, one (1) SHEEX® Experience Performance Fabric Sheet Set, and Kenneth Cole New York Mineral Yarn-Dyed Duvet Bedding including one (1) Duvet Cover, one (1) Standard Sham if Twin OR two (2) Standard Shams if F/Q OR two (2) King Shams if King selected, one (1) Euro sham, and choice of two toss pillows.. If the winner is a resident of the U.S. he/she may choose the preferred size of an item and color (if applicable) from those listed as available in specific item description found on <https://www.bedbathandbeyond.com>. Approximate Retail Value of the prize is between \$1,439.87 USD and \$2,039.86 USD and will depend on winner's size selections.

If the winner is a resident of Canada, he/she will receive a Bed, Bath & Beyond ® Gift Card (terms and conditions apply) valued at \$2,040 USD (or approximately \$2,780 CAD).

**For All Prizes:** Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Prize

Winner must note that the value of the accepted prize is taxable as income and the Administrator will file an IRS Form 1099 in the name of the Winner for the value of the Grand Prize awarded. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Prize will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. Limit: One (1) prize per person.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, participating vendors, Administrator, Instagram, LLC., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness (including Instagram profile photo), Submission, opinions and/or hometown, province and/or state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process 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.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and 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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied

or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <http://www.bedbathandbeyond.com/policyPrivacy.asp> and to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**14. Winner List:** For a winner list, visit <http://bit.ly/2oxrG4v>. The winner list will be posted after winner confirmation is complete.

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