

## Season of Giveaways “Member” Sweepstakes Official Rules

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

**1. Eligibility:** The “Season of Giveaways Member Sweepstakes” (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Puerto Rico who are at least twenty-one (21) years old at the time of entry. Employees of Williams-Sonoma, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’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:** Williams-Sonoma, Inc. (“WSI”), 3250 Van Ness Ave, San Francisco, CA 94109.  
**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on November 18, 2019 at 12:00 a.m. Pacific Time (“PT”), and ends on January 7, 2020 at 11:59 p.m. PT (the “Promotion Period”). The Promotion consists of two (2) phases (each a “Phase”) as set forth below.

Phase	Start Date (at 12:00 a.m. PT)	End Date (at 11:59 p.m. PT)
Purchase	November 18, 2019	December 31, 2019
Redemption	November 18, 2019	January 7, 2020

The Redemption Phase consists seven (7) weekly entry periods (each a “Weekly Entry Period”, see chart below for Weekly Entry Period dates) as well as a grand prize entry period (the “Grand Prize Entry Period”) that coincides with the Promotion Period. Administrator’s computer is the official time-keeping device for the Sweepstakes.

Weekly Entry Periods:

Weekly Entry Period	Start Date (at 12:00 a.m. PT)	End Date (at 11:59 p.m. PT)	Mail-In Postmark Date	Mail-In Received By Date	Approximate Draw Date/Winner Notification Date
1	November 18, 2019	November 24, 2019	November 25, 2019	December 3, 2019	December 5, 2019
2	November 25, 2019	December 1, 2019	December 2, 2019	December 9, 2019	December 11, 2019
3	December 2, 2019	December 8, 2019	December 9, 2019	December 16, 2019	December 18, 2019
4	December 9, 2019	December 15, 2019	December 16, 2019	December 23, 2019	December 25, 2019
5	December 16, 2019	December 22, 2019	December 23, 2019	December 31, 2019	January 2, 2020
6	December 23, 2019	December 29, 2019	December 30, 2019	January 6, 2020	January 8, 2020
7	December 30, 2019	January 7, 2020	January 8, 2020	January 15, 2020	January 17, 2020

#### 4. How to Enter:

In order to participate in the Sweepstakes, you must either be a:

(i) “Key Rewards” member (“Member” or “Membership”). If you’re not yet a member of The Key Rewards, you can enroll for free in-store or online at [www.thekeyrewards.com](http://www.thekeyrewards.com).

or

(ii) Williams Sonoma Visa Credit Card, Williams Sonoma Credit Card, Pottery Barn Credit Card, and/or West Elm Credit Card (each a “Credit Card”) cardholder in good standing. For purposes of these Official Rules, “good standing” means: (i) entrant’s Credit Card account is open to new charges and not over his/her credit limit; (ii) entrant’s Credit Card account is not more than sixty (60) days past due or otherwise in default; (iii) entrant’s Credit Card account is not flagged as lost, stolen or fraudulent according to Comenity Bank’s records; (iv) entrant’s Credit Card account is not in a hardship or workout program; and (v) entrant is not subject to a credit counseling arrangement relating to his/her Credit Card account. Entries from unauthorized card use or made with a lost, stolen or fraudulent Credit Card are void. Multiple entrants are not permitted to share the same Credit Card account and all entries made in connection with a Credit Card account will be deemed entries made by the primary person named on the Credit Card account. Message and data rates may apply if entrant makes a qualifying purchase via mobile device and are the responsibility of entrant. Please contact your service provider for pricing plans and service availability.

Then, there are two (2) ways to participate in the Sweepstakes:

- a.) Make a Qualifying Williams-Sonoma, Inc. Purchase: During the Purchase Period, make a purchase in-store, by phone or online of \$100.00 or more at a Williams-Sonoma, Inc. Store† in a single transaction (“Qualifying Purchase”) using your Membership or Credit Card. **If you are a Member, be sure to provide the phone number associated with your Key Rewards Member profile at the time of purchase. If you use your Credit Card, please note:** You may only make Qualifying Purchases using your Williams Sonoma Credit Card at Williams Sonoma and Williams Sonoma Home. You may only make Qualifying Purchases using your Pottery Barn Credit Card at Pottery Barn, Pottery Barn Kids and Pottery Barn Teen. You may only make Qualifying Purchases using your West Elm Credit Card at West Elm.

†Qualifying Purchases must be made at: Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, Williams Sonoma, Williams Sonoma Home, and/or Mark & Graham (Rejuvenation is excluded).

On or about two (2) business days following your Qualifying Purchase transaction, if you qualify, you will receive an email invitation to participate in the Sweepstakes. *Prior to the end of the Redemption Phase*, follow the links and instructions in the email to click through to visit [www.seasonofgiveaways.com](http://www.seasonofgiveaways.com) (“Website”) and follow the links and instructions to complete and submit the registration form including a valid email address associated with your Membership or Credit Card profile, in order to “redeem/claim” your Sweepstakes entry/entries. You will be notified as to the total Sweepstakes entries you may redeem/claim. Then, if you only have one (1) Sweepstakes entry to redeem/claim, follow the links and instructions to select one (1) room makeover from among the available options for which you would most like to win (the Grand Prize “Kitchen Makeover”; the Grand Prize “Living Room Makeover”; or the Grand Prize “Bedroom Makeover”; each a “Grand Prize Room Makeover” drawing/prize pool; collectively the “Grand Prize Room Makeover” prize pools/drawings). If you have more than one (1) Sweepstakes entry to redeem/claim, allocate your entries from among the Grand Prize Room Makeover prize pools/drawings. You automatically will receive one (1) Sweepstakes entry, per Qualifying Purchase, into the applicable Weekly Entry Period drawing (for the Weekly Entry Period in which the Qualifying Purchase was redeemed for through the Website) and one (1) Sweepstakes entry,

per Qualifying Purchase for the Grand Prize Room Makeover drawing(s) you selected. On subsequent visits, if you qualify, follow all instructions to complete and submit an entry/entries by selecting one (1) Grand Prize Room Makeover drawing for each entry, the same or different from previous visits, from among the available options for which you would most like to win. You automatically will receive one (1) Sweepstakes entry, per Qualifying Purchase, into the applicable Weekly Entry Period drawing (for the Weekly Entry Period in which the Qualifying Purchase was redeemed for through the Website) and one (1) Sweepstakes entry, per Qualifying Purchase, for the Grand Prize Room Makeover drawing(s) you selected. Please Note: (a) If you fail to register for the Sweepstakes, you forfeit your opportunity to receive your Sweepstakes entries. (b) If you use your Membership *and* Credit Card for any Qualifying Purchase, you will not receive duplicate Sweepstakes entries for the applicable Qualifying Purchase. (c) Qualifying Purchase totals are calculated on the merchandise subtotal(s) and exclude taxes, shipping/handling, delivery fees, installation fees and charitable donations.

- b.) Mail-in Alternate Method: To enter without making a Qualifying Purchase, hand print your name, address, phone number associated with your Membership, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage **and "Kitchen Makeover"; "Living Room Makeover"; or "Bedroom Makeover", written on the outside of the envelope,** to "Season of Giveaways," c/o HelloWorld, Inc., P.O. Box 5653 Department 842393, Kalamazoo, MI 49003-5653. You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing (for the Weekly Entry Period in which the envelope is postmarked) and one (1) Sweepstakes entry into the chosen Grand Prize Room Makeover drawing/prize pool. Limit: One (1) entry per envelope. **NOTE: If you do not include the Grand Prize Room Makeover drawing/prize pool you wish to enter written on the outside of the envelope, your entry will be void.** All mail-in entries must be handwritten and must be postmarked by the applicable Weekly Entry Period end date (except for Sundays and holidays for which entries must be postmarked on the following business day) and received within five (5) business days later. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each individual may submit up to one hundred (100) entries per Weekly Entry Period, regardless of method or combination of methods. Multiple entrants are not permitted to share the same email address/Membership/Credit Card. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Memberships, Credit Cards, identities, registrations and logins, 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 email address used to register will be deemed to be the entrant. The "authorized account holder" 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. Each potential winner may be required to show proof of being an authorized account holder.

**5. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Grand Prize winners from all eligible entries received during the Promotion Period, on or around January 17, 2020. Administrator will randomly select the potential Weekly Entry Period Prize winners from all eligible entries received during the applicable Weekly Entry Period, on or around the dates listed in the above chart as outlined in Section 3. Non-winning entries will not carry over into any subsequent Weekly Entry Period drawings. The potential winners will be notified by email, mail or phone. Each potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the 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 (if applicable), or the prize is returned as undeliverable, the

potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a 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. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

## 6. Prizes:

ONE (1) GRAND "KITCHEN MAKEOVER" PRIZE: The Grand Prize winner will receive a "Kitchen Makeover" awarded in the form of a \$5,000.00 gift card which can be used across the Williams-Sonoma, Inc. family of brands, terms and conditions apply. ARV: \$5,000.00. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,143.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** Total ARV of Grand Prize: \$7,143.00.

Odds of winning the Grand Prize Kitchen Makeover depend on the number of eligible entries received during the Promotion Period.

ONE (1) GRAND "LIVING ROOM MAKEOVER" PRIZE: The Grand Prize winner will receive a "Living Room Makeover" awarded in the form of a \$5,000.00 gift card which can be used across the Williams-Sonoma, Inc. family of brands, terms and conditions apply. ARV: \$5,000.00. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,143.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** Total ARV of Grand Prize: \$7,143.00.

Odds of winning the Grand Prize Living Room Makeover depend on the number of eligible entries received during the Promotion Period.

ONE (1) GRAND "BEDROOM MAKEOVER" PRIZE: The Grand Prize winner will receive a "Bedroom Makeover" awarded in the form of a \$5,000.00 gift card which can be used across the Williams-Sonoma, Inc. family of brands, terms and conditions apply. ARV: \$5,000.00. TAX GROSS UP PAYMENT: Sponsor will also provide winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$2,143.00. **The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.** Total ARV of Grand Prize: \$7,143.00.

Odds of winning the Grand Prize Bedroom Makeover depend on the number of eligible entries received during the Promotion Period.

THIRTY-FIVE (35) WEEKLY ENTRY PERIOD PRIZES (Five (5) awarded for each Weekly Entry Period): Each Weekly Entry Period Prize winner will receive one (1) \$500.00 gift card which can be used across the Williams-Sonoma, Inc. family of brands, terms and conditions apply. ARV: \$500.00.

Odds of winning a Weekly Entry Period Prize depend on the number of eligible entries received for the applicable Weekly Entry Period.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Grand Prize and one (1) Weekly Entry Period Prize per person. Total ARV of all prizes: \$38,929.00.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Comenity Bank and its parent companies, Administrator, and their respective subsidiaries, affiliates, suppliers, manufacturers, 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.

**8. 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, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. 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.

**10. 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.

**11. 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.

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

**13. Winner List:** For a winner list, visit <http://bit.ly/2moFA91>. The winner list will be posted after winner confirmation is complete.

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*This sweepstakes is offered, operated and administered by Williams-Sonoma, Inc. Comenity Bank issues Pottery Barn, West Elm and Williams Sonoma credit card accounts. Comenity Bank is in no way affiliated with or responsible for this sweepstakes. Any disputes concerning awards or benefits under the sweepstakes will not affect any payments or other obligations to Comenity Bank. Void where prohibited by law. Rejuvenation is not included.*