## Write a Review Sweepstakes

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

**SPONSOR:** This Mohawk Home Sweepstakes ("Sweepstakes") is sponsored by Mohawk Industries, Inc., 160 S. Industrial Blvd, Calhoun, GA 30701 ("Sponsor").

**ELIGIBILITY:** This Sweepstakes is open to individual legal residents of the 50 United States and the District of Columbia who are age 18 or older at time of entry. Employees and their immediate family members and those living in the same household of Sponsor; independent administrator ("Administrator"); Sponsor and each of its respective affiliates, subsidiaries and advertising, promotion and internet agencies (collectively, "Released Parties"); and individuals contracted to write a review of Sponsor's products (e.g., bloggers, influencers) are not eligible. Void where prohibited or restricted by law.

# **HOW TO ENTER:** Enter the Sweepstakes:

- **a. ONLINE:** When you purchase any Mohawk rug, find the style name and tag of your rug and go to <a href="https://www.mohawkhome.com/reviews/">www.mohawkhome.com/reviews/</a> and follow the on-screen instructions to complete a review. After you complete the review, you will receive one (1) entry into the applicable Entry Period.
- **b. BY MAIL:** To enter without purchase, neatly hand print your first and last name, street address (no P.O. Boxes), city, state, zip code, phone number, email address and date of birth (mm/dd/yyyy) on a plain piece of 3"x5" paper. Mail your entry in a business-size envelope (#10) with sufficient postage affixed to: Mohawk Home Ratings and Reviews Sweepstakes, 3032 Sugar Valley Rd, NW, Sugar Valley, GA 30746. Sponsor is not responsible for lost, late, illegible, incomplete, mutilated, misdirected or postage-due entries. Mailed entries must be received by the first business day following the end of the previous Entry Period (defined below) to be eligible for that Entry Period.

Entry Limit: Regardless of the method of entry, limit one (1) entry per person per Entry Period. If more than one (1) entry is received from the same person/email address in the same Entry Period, the additional entries will be invalid.

**ENTRY PERIODS:** The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on January 1, 2019 and ends at 11:59:59 p.m. ET on December 31, 2019 ("Sweepstakes Period"). The Sweepstakes Period consists of the following entry periods (each an "Entry Period"):

# MONTHLY ENTRY PERIODS

Entry Period	Start Date (at 12 AM ET)	End Date (at 11:59:59 PM ET)	Drawing Date
1	1/1/2019	1/31/2019	2/4/2019
2	2/1/2019	2/28/2019	3/4/2019
3	3/1/2019	3/31/2019	4/2/2019
4	4/1/2019	4/30/2019	5/2/2019
5	5/1/2019	5/31/2019	6/4/2019
6	6/1/2019	6/30/2019	7/5/2019
7	7/1/2019	7/31/2019	8/2/2019
8	8/1/2019	8/31/2019	9/4/2019
9	9/1/2019	9/30/2019	10/2/2019
10	10/1/2019	10/31/2019	11/4/2019
11	11/1/2019	11/31/2019	12/4/2019
12	12/1/2019	12/31/2019	1/3/2020

## **QUARTERLY ENTRY PERIODS**

Entry Period	Start Date (at 12 AM ET)	End Date (at 11:59:59 PM ET)	Drawing Date
1	1/1/2019	3/31/2019	4/2/2019
2	4/1/2019	6/30/2019	7/5/2019
3	7/1/2019	9/30/2019	10/2/2019
4	10/1/2019	12/31/2019	1/3/2020

Non-winning entries will not carry forward into subsequent Entry Periods. Webhost's computer is the official time-keeping device for the Sweepstakes.

**PRIZES:** Eleven (11) Prizes (1 Prize per Entry Period): a \$500 gift card to the winner for quarterly Entry Periods and a \$100 gift card to the winner for monthly Entry Periods. PRIZE LIMIT: one (1) prize per household. All applicable taxes, fees, and other expenses are the responsibility solely of the winners. Sponsor reserves the right to substitute any prize with a prize of equal or greater value but no other substitution or transfer of a prize is permitted. ALL PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR. Sponsor is obligated to award only the prizes stated above. In no event will more than the stated number of prizes be awarded. Unclaimed prizes will not be awarded. The approximate retail value ("ARV") of each prize is \$500 or \$100, respectively. The total ARV of all available prizes in the Sweepstakes is \$2,300. Odds of winning: Odds of winning a prize depend upon the number of eligible entries received in each Entry Period.

**HOW WINNER IS SELECTED:** On or about each Drawing Date listed above, the Administrator will randomly select one (1) potential prize winner from all eligible entries received in the applicable Entry Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

WINNER NOTIFICATION: Winners will be notified within approximately one (1) week of each Drawing Date. Administrator will contact winners to request a mailing address for prize fulfillment. Administrator will leave one (1) message with instructions. If a messaging service is not available or if potential winner does not respond within three (3) business days, he/she forfeits the prize. A winner may be disqualified if his or her prize, winner notification or other communication is returned as undeliverable, or if winner fails to respond within the timeframe specified in the winner notification, in which case Sponsor will select an alternate winner based on the winner selection process described above. If the alternate winner is disqualified, no winner will be awarded for that Drawing Date. Prizes will be mailed to winners at the addresses provided during winner verification/mail-in entry approximately six (6) to eight (8) weeks after verification. Non-winning entrants will not be notified.

#### ENTRANT AGREEMENT AND RELEASE

**a.** All entries become the property of the Sponsor and may be used by the Sponsor and its affiliates, subsidiaries and agencies in promotional activities without compensation to the entrant or acknowledgement. Acceptance of a prize constitutes permission from the winner to the Sponsor and its affiliates, subsidiaries and agencies to use such winner's name, address, prize and/or likeness for advertising and publicity purposes, without further compensation, except where such use is prohibited by law.

**b.** By entering, each entrant agrees to release, hold harmless and indemnify Sponsor, its parent, subsidiaries, affiliates, directors, officers, employees and agents, their advertising/promotions agencies, and their respective subsidiaries, affiliates, directors, officers, employees, agents and suppliers against any and all liability, damages or causes of action (however named or described) due to any injuries, theft, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, receipt, possession, use or misuse of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications. By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules,

including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN CALHOUN, GORDON COUNTY, GEORGIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN GEORGIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CALHOUN, GORDON COUNTY, GEORGIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**USE OF PERSONAL INFORMATION:** Use of personal information provided is described in the Sponsor's privacy statement located at: <a href="https://www.mohawkhome.com/privacy-policy/">https://www.mohawkhome.com/privacy-policy/</a>.

GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will

void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

WINNERS LIST: Winners' names will be made available upon written request to the Sponsor.