

INTERNAL USE ONLY

US Sweepstakes & Fulfillment Company
The Steinhafels Beautyrest Test Rest Sweepstakes (Consumer Version)
Promotion runs from 12/20/20 to 3/31/21
FINAL: 12/15/20

**THE STEINHAFELS TEST REST SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: The **Steinhafels Beautyrest Test Rest Sweepstakes** (the "Sweepstakes") is only open to legal residents of the states of Illinois and Wisconsin, who are age 18 or older at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees of Steinhafels, Inc. ("Steinhafels") and Serta Simmons Bedding, LLC ("Serta") (collectively, the "Sponsors"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 12:00:01 AM Central Time ("CT") on Sunday, December 20, 2020 and ends at 11:59:59 PM CT on Wednesday, March 31, 2021 (the "Sweepstakes Period"). Steinhafels' computer is the official timekeeping device for this Sweepstakes.

ENTRY: There are three (3) ways to enter:

Method #1: Online Purchase Entry: During the Sweepstakes Period, complete an online purchase transaction of a qualifying Beautyrest Black Mattress on www.steinhafels.com to receive one (1) entry into the Sweepstakes (the "Purchase Entry"). *The purchase of a Beautyrest Black Mattress from another retailer or from a Steinhafels retail location is not a valid entry method. Purchases of a Beautyrest Black Mattress on steinhafels.com that are cancelled, declined or are otherwise not completed will not result in an entry.* **Purchase Entries must be received between Sunday, December 20, 2020 and Wednesday, March 31, 2021 and delivery must be completed no later than Sunday, May 2, 2021.**

Method #2: Test Rest Entry:

- Step One: During the Sweepstakes Period, visit a participating Steinhafels location and take the “Test Rest” on a Beautyrest Black Mattress in the store.
- Step Two: Locate a sales associate or visit the Customer Service Desk to get access to the computer with the Sweepstakes Entry App.
- Step Three: Follow the instructions to complete the online entry form and submit to receive one (1) entry into the Sweepstakes (the “Test Rest Entry”).

Method #3: Mail-In Entry. To enter without purchase or visiting a Steinhafels location, mail a postcard (the “Mail-In Entry”), including your name, complete address, email address and phone number to the following address to receive one (1) sweepstakes entry (the “Mail-In Entry”): **The Steinhafels Beautyrest Test Rest Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. Each Mail-In Entry must be mailed separately and must be postmarked between Sunday, December 20, 2020 and Wednesday, March 31, 2021 and received by Wednesday, April 7, 2021.**

Purchase Entry, Test Rest Entry and Mail-In Entry collectively referred to herein as “Entry” or “Entries”. No photocopied or mechanically reproduced Entries accepted. Sponsors are not responsible for lost, late, misdirected, damaged, incomplete, altered or illegible Entries. All Entries become the property of the Sponsors and will not be acknowledged or returned. Entrants are subject to all notices posted in-store and online. **Limit: One (1) Entry per person regardless of the method of entry.** All methods of entry have an equal chance of winning.

PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive winner’s choice of one (1) of the following two (2) prize options:

- **Grand Prize Option #1:** Grand Prize Option #1 includes a twenty-four (24) month, 12,000 miles per year, car lease on a 2021 C300 Mercedes Benz paid as a single lease lump sum payment to the dealership of up to the maximum of \$21,250. **The ARV of Grand Prize Option #1 is up to \$21,250 maximum.** ARV is as of date of drafting these Official Rules. If the actual value of the lease is lower than the ARV stated herein, the difference will not be awarded. Sponsors to determine dealership (the “Dealership”) to be utilized to award Grand Prize at its sole discretion. Sponsors reserve the right, in their sole discretion, to require the winner to select the 2020 C300 Mercedes Benz (the “Grand Prize Vehicle”) from available dealer stock. Grand Prize Vehicle color and options may be subject to dealer inventory and lease availability at the time of prize award. Conditions of Grand Prize lease, if applicable, including but not limited to mileage allowed per year, winner credit and lease approval by Dealership or a lender designated by the Dealership, and required insurance coverage, are subject to Dealership, lender and/or manufacturer’s lease terms and conditions. Winner agrees to allow Dealership to run winner’s credit report and will confirm the same in writing with the Dealership upon request. In the event the Grand Prize winner does not qualify for credit with the Dealership or lender or secure lease approval, winner will forfeit the Grand Prize in its entirety or accept the alternative cash prize of \$19,000. Dealership’s determination regarding winner’s credit qualification and lease approval shall be final and unappealable. Sponsors are not responsible for delays in delivery of the Grand Prize Vehicle. Grand Prize winner must take delivery of Grand Prize Vehicle from the location designated by the Sponsors or pay for delivery determined by Dealership as provided below. Winner shall bear all risk of loss or damage to the Grand

Prize Vehicle after it has been delivered to the specified delivery site. Winner will be responsible for any and all costs associated with the collection and use of the Grand Prize Vehicle, including but not limited to, optional equipment, freight and dealer prep, title, license, insurance, registration fees, applicable taxes and any travel and transportation costs associated with collecting the Grand Prize Vehicle, and any additional costs, repairs, or expenses required upon the return of the vehicle at the end of the lease including without limitation any mileage overage charges and/or charges related to damage to the vehicle upon turn-in at end of lease term. All other costs not specifically stated herein are the responsibility of the Grand Prize winner. Grand Prize winner must personally retrieve the Grand Prize Vehicle within 30 days of written notification of delivery. Winner must have proof of a valid U.S. driver's license and proof of insurance to take delivery of Grand Prize Vehicle; noncompliance may result in forfeiture of prize.

- **Grand Prize Option #2:** Grand Prize Option #2 includes \$19,000 cash, to be awarded in the form of a check. **The ARV of Grand Prize Option #2 is \$19,000.**

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winner will be selected in a random drawing on or about **Monday, May 3, 2021** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsors whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Grand Prize winner will be notified by the Sweepstakes Administrator via email and/or phone and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Winner will also be required to provide proof of a valid U.S. Driver's License and proof of auto insurance. Noncompliance will result in disqualification and an alternate winner may be notified. Prize will be awarded within 90 days of winner verification and Dealership's determination that the winner qualifies for lease approval and has the required credit score (if applicable).

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prize is not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Grand Prize Option #1 is not redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsors. Winners acknowledge that the Sponsors and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer’s standard warranty (if any).

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsors and the Sweepstakes Administrator, and release the Sponsors, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the “Released Parties”), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsors may ask any entrant or potential winner to provide Sponsors with proof, to Sponsors’ satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive

entry information by Sponsors on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsors and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsors reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsors. If, for any reason, the Sweepstakes cannot be run as planned, Sponsors may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes they sponsor and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSORS. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSORS SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER, VANDALIZE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsors or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Waukesha, Wisconsin and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Waukesha, Wisconsin. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Waukesha, Wisconsin. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsors to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsors may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to each of the Sponsor's Privacy Policies, which can be found at <https://www.steinhafels.com/privacy-policy> and <https://www.sertasimmons.com/privacy-policy/>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, visit <https://files.steinhafels.com/pdfs/BeautyrestTestRest.pdf> or send a self-addressed, stamped envelope by April 12, 2021, to: **The Steinhafels Beautyrest Test Rest Sweepstakes Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after April 12, 2021), send a stamped, self-addressed envelope (no later than May 12, 2021), to: **The Steinhafels Beautyrest Test Rest Sweepstakes Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

SPONSORS: Steinhafels, Inc., W231 N1013 County Hwy F, Waukesha, WI 53186 and Serta Simmons Bedding, LLC, 2451 Industry Avenue, Doraville, GA 30360.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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