

Bed Bath & Beyond® home, happier™ Open House Sweeps

Official Rules

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

1. Eligibility: Bed Bath & Beyond® home, happier™ Open House Sweeps (the “Sweepstakes”) is open only to legal residents of the forty-nine (49) United States including the District of Columbia (excluding Colorado) and Canada (excluding Quebec) who are at least eighteen (18) years old or older (or nineteen (19) years of age or older for residents of the U.S. (Alabama, Nebraska), and Canada (British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut and Yukon Territory)) at 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. (“Sponsor”), Bed Bath & Beyond Canada L.P., and Merkle Inc., and their respective parent companies, affiliates, subsidiaries, retail locations, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional fulfillment, digital, marketing, promotion and social media agencies, website providers, webmasters 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, affiliates or subsidiaries) (collectively, “Sweepstakes Entities”) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void in Colorado, Quebec, and 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: Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, NJ 07083, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Sweepstakes begins on September 27, 2021 at 12:01:00 a.m. Eastern Time (“ET”) and ends on October 3, 2021 at 11:59:59 p.m. ET (the “Promotion Period”). Administrator’s computer is the official time-keeping device for this Sweepstakes and operates on ET.

4. How to Enter: There are two (2) ways to enter the Sweepstakes, as outlined below. Message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

- a. **Scan QR Code:** During the Promotion Period, visit your local, participating Bed Bath & Beyond store and locate the Sweepstakes signage in-store. For details about store hours, in the U.S. visit <https://www.bedbathandbeyond.com/store/selfservice/FindStore> and in Canada visit <https://www.bedbathandbeyond.ca/store/selfservice/FindStore> or ask at the store’s customer service desk. There will be a quick response (“QR”) code located on the signage. Utilize your mobile device and scan the QR code. Once you scan the QR code, you will be provided with a link to the Sweepstakes site and prompted to enter the Sweepstakes. Follow the links and instructions to complete and submit a registration form including a valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes.
- b. **Visit URL:** Visit either [Openhousesweeps.com](https://www.openhousesweeps.com) (for U.S. entrants) or [Openhousesweeps.ca](https://www.openhousesweeps.ca) (for Canadian entrants) and follow the links and instructions to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You automatically will receive one (1) entry into the Sweepstakes.

Limit: One (1) Sweepstakes entry per person, regardless of method of entry.

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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 the authorized account holder.

5. Winner Selection: 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 winners from all eligible entries received during the Promotion Period on or around October 4, 2021. The potential winners will be notified by email or phone. Except where prohibited, the potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the Grand Prize. If a Canadian resident, each potential winner will be required to correctly answer a time-limited mathematical skill testing question without mechanical or any other assistance in order to be eligible to receive a prize. If a potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. Receiving a prize is contingent upon compliance with these Official Rules. If the potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. 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.

6. Prizes:

One (1) Grand Prize Package:

If U.S. Resident: The Grand Prize package will include \$5,000 USD in Bed Bath & Beyond® eGift Cards (terms and conditions apply) and three (3) Decorist for Bed Bath & Beyond® Online Interior Decorating Classic Room Design Packages. Approximate Retail Value of each Decorist Classic Room Design Package ("ARV"): \$199.00 USD. Total ARV of Grand Prize: \$5,597.00 USD.

Decorist for Bed Bath & Beyond Classic Room Design Packages will be fulfilled as three (3) digital promo codes (prize details and terms available on <https://www.bedbathandbeyond.com/store/static/decorist>). Each code will be redeemable for one (1) Decorist for Bed Bath & Beyond Classic Room Design package. Winner will be required to provide the following for each package: room selection for the project, details about room, project budget, likes and dislikes, and upload room and inspiration photos through the [Decorist for Bed Bath & Beyond site](#). Based on winner's style and budget, winner will be matched with an online designer. Each Classic Room Design Package includes working with designer via direct message, two (2) initial design concepts with floor plans based on winner provided project details; after feedback to initial design, winner will receive one (1) final room design and floor plan with set-up instructions and an online shopping list of Bed Bath & Beyond® furniture and accessories. Each Promo code is only valid for Decorist for Bed Bath & Beyond Classic Room Design service.

If Canadian Resident: The Grand Prize package will include \$5,597 USD in Bed Bath & Beyond® eGift Cards (terms and conditions apply)

Four (4) First Prizes: A \$500 USD Bed Bath & Beyond® eGift Card (terms and conditions apply).

For All Prizes: USD eGift Cards can be used at Bed Bath & Beyond, buybuy BABY, and Harmon Face Values locations, and on-line at www.bedbathandbeyond.com and www.buybuybaby.com. All Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. 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 any prize component for

one of equal or greater value if the designated prize should become unavailable for any reason. Winners will be responsible for all taxes and fees associated with prize receipt and/or use. If U.S. Resident, Grand Prize winner will receive an IRS form 1099. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Prizes will be fulfilled approximately 8-10 weeks after winner confirmation is complete. Limit: One (1) prize per person. Total ARV for all prizes: \$7,597.00 USD.

For Canadian residents, prizes will be awarded as a CAD Bed Bath & Beyond™ eGift Cards. The USD prize value will be converted to a CAD Bed Bath & Beyond® eGift Card on the date the prize is issued at the then applicable conversion rate. CAD eGift Cards can be used at Bed Bath & Beyond, buybuy BABY locations, and on-line at www.bedbathandbeyond.ca and www.buybuybaby.ca.

7. Release: By receipt of any prize, winners agree to release, indemnify, defend and hold harmless the Sweepstakes Entities, and each of their respective 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/province/territory for promotional purposes in any media, worldwide, without further payment or consideration. By entering the Sweepstakes, each entrant assigns all intellectual property rights, including copyright, and waives all moral rights, in favor of the Released Parties, as applicable, and agrees that any other documentation required for such assignment shall be executed by the entrant in writing upon request at any time by the Sponsor.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), 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 and may modify 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, network hardware, software, or any participating store's WIFI; (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. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its 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. 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:

U.S. Entrants: 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.

Canadian Entrants: Except where prohibited, entrant agrees that any disputes, claims and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall be adjudicated solely in the applicable court in Toronto, Ontario. The Sweepstakes shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. In the event of any discrepancy between these Official Rules and any other statements contained in any Sweepstakes related materials, including the participation form, point of sale, television, radio, print or online advertising, the terms and conditions of these Official Rules shall govern.

12. Entrant's Personal Information: By entering the Sweepstakes, entrants consent to the collection and use of their personal information on the entry form by Sponsor and to the use and disclosure of this information for the sole purpose of administering the Sweepstakes. Personal information collected from entrants is subject to the Sponsor's Privacy Policy <http://www.bedbathandbeyond.com/store/static/PrivacyPolicy> (for U.S.) or <https://www.bedbathandbeyond.ca/store/static/PrivacyPolicy> (for Canada). Sponsor and Administrator reserve the right to contact any entrant directly or through their authorized agents to qualify or confirm information provided.

13. Winner List: For U.S. Residents who wish to obtain a winner list, visit <https://bit.ly/3t70Ga6>. The winner list will be posted after winner confirmation is complete.

14. Name Removal Notification System: If you would like your name removed from Sponsor's direct mail list, please write to Bed Bath & Beyond Inc., Attn: Customer Service – Privacy, 650 Liberty Avenue, Union, NJ 07083 or email privacy.information@bedbath.com (for U.S.) or privacy.information@bedbath.ca (for Canada) with No Snail Mail in the subject line. Include your name/address information and your name will be removed within 60 days of the request.

15. Promotion Emails: By participating in the Sweepstakes, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

16. Unsubscribe: To opt out of future marketing messages from Sponsor, visit https://bbbyemail.com/pub/sf/ResponseForm?_ri=X0Gzc2X%3DYQpgLjHJITQGjJfo6cThlmX8zdutdCBrf08zdyDkMORY4Ro5VXMtX%3DYQpgLjHJITQGtzfdX9gWzcCGeGyotqGWB7AFM7XK18CE9nv5&_ei=EljqpUftN63gPOTrFIM-62o&VERSION=BBBY_US (for U.S.)

or

https://bbbyemail.com/pub/sf/ResponseForm?_ri_=X0Gzc2X%3DYQpgLjHJITQGjJfo6cThlmX8zdutdCBrfo8zdyDkMORy4Ro5VXMtX%3DYQpgLjHJITQGtzfdX9gWzcCGeGyotqGWB7AFM7XK18CE9nv5&_ei_=EljqpUftN63gPOTrFIM-62o&VERSION=BBBY_CA (for Canada).

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