

## GALLERY FURNITURE'S "WIN IT ALL GET IT ALL" 2018 ASTROS PROMOTION

### Official Rules

**VOID WHERE PROHIBITED BY LAW.**

**NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE PROMOTION**

**Promotion Period:** The Promotion, as described below, begins at **6:00 P.M. CST** on **DECEMBER 20, 2017** and ends at **6:00 P.M. CST** on **AUGUST 31, 2018** (this time period will be herein defined as the "Promotion Period"). The Promotion is subject to all federal, state and local laws and regulations. **GALLERY FURNITURE RESERVES THE RIGHT TO STOP THE PROMOTION PERIOD, WITHOUT NOTICE, AT ANY TIME.**

**Who May Enter:** The Promotion is open to any individual who is a legal U.S. resident, who resides within 300 miles of the original Gallery Furniture store, located at 6006 North Freeway, Houston, TX 77076, who is a resident of the state of Texas and who is 18 years of age or older as of December 15, 2017 and who is not specifically excluded from participating in this Promotion ("Eligible Individual"). The term Household as used herein is defined as individuals residing in the same dwelling or related within the first or second degree of consanguinity. The term Household also includes individuals working for and employed by a particular business or entity to the extent the goods are being purchased for the business/entity. The following classes of persons are not eligible to participate in the Promotion: (a) employees, officers, and directors of Gallery Furniture and Love Advertising, their respective affiliated companies, subsidiaries, distributors, dealers, retailers, printers, advertising, and promotion agencies, any and all other companies associated with this Promotion, and the members of the immediate families or Households of any of the above; or (b) individuals who do not meet the criteria set forth herein.

**You May Participate in the Promotion in the Following Ways:**

#### **Option I**

Any Eligible Individual who purchases, **AT REGULAR RETAIL PRICE**, and accepts delivery of \$3,000 or more of a "Sleep Set", which is defined herein as a mattress, box, or adjustable base or any combination thereof, from any Gallery Furniture location on a single purchase ("Qualifying Purchase") during the Promotion Period will be eligible for a **REFUND** of his or her purchase price of the Qualifying Purchase (excluding sales tax, in-house service and delivery charges, if any) **IF AND ONLY IF** the Houston Astros win the **FINAL** post season playoff championship game against the opposite league for 2018. Nothing herein shall prohibit any Eligible Individual from purchasing more than one "Sleep Set". Any Eligible Individual may have more than one Qualifying Purchase. Any Eligible Individual who is eligible for a **REFUND** may elect to take advantage of a Gallery Furniture 150% In-Store Only Credit Option instead of the refund, as described in paragraph 19 below. **NO RETURNS NOR EXCHANGES SHALL BE ALLOWED ON ANY QUALIFYING PURCHASE. THIS IS A NO EXCHANGE PROMOTION. ALL QUALIFYING PURCHASES ARE FINAL.**

An Eligible Individual will be defined herein as a "Refund Recipient" **IF AND ONLY IF** the Houston Astros win the **FINAL** post season playoff championship game against the opposite league for 2018. Any purchase which is not paid in full, delivered and accepted before the close of the Promotion Period will not be eligible to participate in the promotion and does not constitute a Qualifying Purchase. An Eligible Individual is not allowed to combine sales tickets to create a Qualifying Purchase. **THE COMPLETION OF THE SALE, THE DELIVERY AND THE ACCEPTANCE OF THE**

**QUALIFYING PURCHASE MUST TAKE PLACE ON OR BEFORE AUGUST 31, 2018 (i.e. THE CLOSE OF THE PROMOTION PERIOD) TO CONSTITUTE A QUALIFYING PURCHASE.**

**Option II**

Any individual who is not specifically excluded from this Promotion may also fill-out a 3x5 card, including the individual's name, address, telephone number and contact information and drop off such card at any Gallery Furniture location during regular business hours before the end of the Promotion Period to be entered to win a \$3,000 gift certificate that may be used at Gallery Furniture to purchase a Sleep Set as defined herein. Any Eligible Individual may participate without making a purchase or if he or she makes a non-qualifying purchase. If the Houston Astros win the **FINAL** post season playoff championship game against the opposite league for 2018, a card will be randomly selected from the box that contains all of the entries. The individual whose name is on the card that is randomly drawn will win a \$3,000 Gallery Furniture gift certificate that may be used for the purchase of a Sleep Set as defined herein. **The gift certificate cannot be used to pay for delivery, applicable taxes, or in-home service.** No mechanically reproduced entries will be accepted. Incomplete or illegible entries may be disqualified at the discretion of the Judge. Limit one entry per family, per store, per day.

**Additional Rules & Regulations:**

1. By participating in this Promotion, entrants, contestants and/or participants agree to abide by and be bound by the rules stated herein and the decisions of the Judge, which shall be final in all matters relating to this Promotion and the interpretation of the rules relating to the same.
2. **"Sleep Set"** is defined as any of the following: (1) One Mattress; (2) One Box; (3) One Adjustable Base; (4) One Mattress and One Box; OR (5) One Mattress and One Adjustable Base. **"Sleep Set" does not include sheets, pillows or any other accessories. "Sleep Set" does not include the purchase of multiple sleep sets in order to arrive at a purchase of \$3,000. The Qualifying Purchase must be at least \$3,000 BEFORE the application of sales tax, in-house service or delivery charges, if any.**
3. All Option I participants must pay regular retail price to be eligible for the refund. **NO DISCOUNTS NOR COUPONS ARE ALLOWED.**
4. All properly claimed refunds or in-store credit and the gift certificate will be awarded.
5. **The gift certificate referenced herein cannot be used to purchase or acquire rugs, home electronics, televisions, stereos, and/or surround sound equipment.**
6. Refunds, in-store credit and the gift certificate are non-transferable and no substitution will be allowed, except at the Judge's sole discretion or as provided herein.
7. Gallery Furniture cannot be held liable for any delay associated with the delivery of an individual's Qualifying Purchase and any such delay does not in any way extend the Promotion Period.
8. All taxes and/or delivery fees are the sole responsibility of the individual Refund Recipients and recipient of the gift certificate.
9. The randomly drawn gift certificate winner and all Refund Recipients, including those that elect the in-store credit only option, will be required to complete and return, within a specified time

period, a W-9 form, and, at the Judge's discretion, an affidavit of eligibility, and liability/publicity release.

10. All Refund Recipients, including those that elect the in-store credit only option, will be required to present an original receipt for their purchase, a copy of a valid social security card, and a government-issued photo ID as a condition of receiving a refund or the in-store credit only option.
11. The randomly drawn gift certificate winner must present a valid social security card and a government-issued photo ID.
12. The randomly drawn gift certificate winner and all Refund Recipients (including those that elect the in-store credit only option) will be issued an IRS Form 1099 reflecting the value of the gift certificate/refund/in-store credit only option.
13. Refund Recipients (including those that elect the in-store credit only option) and the gift certificate winner will be responsible for paying all taxes on refunds or prize.
14. All Eligible Individuals seeking Refunds must appear in person at the 6006 North Freeway, Houston, Texas 77076, Gallery Furniture location, beginning at 6:00 p.m. CST on Sunday, December 2, 2018 and continuing up through 6:00 p.m. CST on Monday, December 31, 2018. **IF THE GIFT CERTIFICATE OR REFUND IS NOT CLAIMED DURING THIS TIME PERIOD THEN IT IS FORFEITED.**
15. There will be a refund party on Sunday, December 2, 2018 from 6:00 pm to 9:00 pm CST at the original Gallery Furniture location of 6006 North Freeway, Houston, Texas 77076 for Refund Recipients and the gift certificate recipient.
16. All Eligible Individuals seeking refunds who paid with a credit card will be issued a credit on that credit card.
17. All Eligible Individuals seeking refunds who financed their purchases through the Gallery Furniture credit card program will receive a credit to their Gallery Furniture credit card account. Any refunds received will be for the same amount of the Qualifying Purchase only and will not include any fees or interest. The refund will be credited against any outstanding balance on the account. A check will be issued for any refund credit that is in excess of the outstanding balance. Refunds may take up to 30 days to process.
18. All Eligible Individuals seeking refunds who paid cash will be refunded via Gallery Furniture check.
19. All Eligible Individuals who are entitled to a Refund may elect a Gallery Furniture in-store credit instead of the refund. Any Eligible Individual who takes advantage of the in-store credit only option shall receive a 150% Gallery Furniture In-Store Only Credit Option and shall agree to forego the Refund. **BY TAKING ADVANTAGE OF THE 150% IN-STORE CREDIT ONLY OPTION, THERE WILL NOT BE ANY RETURNS NOR EXCHANGES ALLOWED ON MERCHANDISE PURCHASED WITH THE 150% IN-STORE CREDIT AND NO REFUNDS WILL BE GIVEN ON ANY NEW MERCHANDISE PURCHASED UNDER THIS OPTION. NO REFUNDS, RETURNS NOR EXCHANGES WILL BE GIVEN WITH RESPECT TO ELIGIBLE INDIVIDUAL'S QUALIFYING PURCHASE. THE 150% IN-STORE CREDIT OPTION IS ONLY VALID UNTIL DECEMBER 31, 2019**

**AND SAID 150% IN-STORE CREDIT MUST BE REDEEMED NO LATER THAN 180 DAYS FROM THE DATE THE IN-STORE CREDIT IS ISSUED BY GALLERY FURNITURE OR ELSE ELIGIBLE INDIVIDUAL WILL FORFEIT THE 150% IN-STORE CREDIT. THE 150% IN-STORE CREDIT OPTION CANNOT BE USED TO PURCHASE RUGS OR ELECTRONICS.**

20. All Eligible Individuals seeking refunds who paid with a check must show proof that the check has cleared the bank (such as a cancelled check with a clearance date) or his or her refund may be held up to ten (10) days at the discretion of the Judge. Eligible Individuals whose checks are reviewed in this manner will have their position “held” until Midnight, Friday, November 16, 2018. **Eligible Individuals who paid with a check returned for insufficient funds, account closed, or uncollected funds will forfeit his or her rights to a refund even if all other eligibility requirements are met.**
21. Failure to collect or properly claim the prize or refund in accordance with these rules, tampering with, adding to, altering, or changing the Gallery Furniture sales receipt, or a determination that the winner of the gift certificate or the Refund Recipient is ineligible will result in forfeiture of the gift certificate or refund. If the gift certificate or refund is forfeited for any reason, the winner or Refund Recipient will not receive any other prize substitution or compensation and such individual will not have any recourse and/or claim against Gallery Model Homes, Inc. d/b/a Gallery Furniture and/or any of its parent companies, subsidiaries, shareholders, employees, owners, agents or anyone else acting on behalf of or in conjunction with Gallery Furniture (“Gallery Furniture”).
22. By participating in this Promotion, entrants agree to abide by and be bound by the official rules and the decisions of the Judge, which shall be final in all matters relating to this Promotion.
23. If a Refund Recipient or the gift certificate winner is found in violation of these rules he or she may be required to forfeit his or her refund or prize.
24. Acceptance of the gift certificate or refund constitutes your agreement and permission for Gallery Furniture to use all Refund Recipients and/or gift certificate winner’s names, voices, hometowns, video and photographic images and/or likenesses for purposes of advertising and trade worldwide without limitation or further compensation, unless prohibited by law.
25. **BY PARTICIPATING IN THIS PROMOTION, ALL PARTICIPANTS, INCLUDING, BUT NOT LIMITED TO, THE GIFT CERTIFICATE OR THE REFUND RECIPIENTS, AGREE TO HOLD HARMLESS AND INDEMNIFY GALLERY FURNITURE, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, THE PROMOTION ADMINISTRATOR AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, LAWYERS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE ACCEPTANCE OF THE GIFT CERTIFICATE OR REFUND.**
26. **ALL PARTICIPANTS, ENTRANTS, AND CONTESTANTS AGREE TO FULLY RELEASE AND HOLD HARMLESS GALLERY FURNITURE, LOVE ADVERTISING, AND THEIR RESPECTIVE OWNERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES,**

**OFFICERS, AGENTS, LAWYERS, RELATED AND AFFILIATED COMPANIES AND AGENTS FROM ALL DECISIONS AND INTERPRETATIONS CONCERNING THIS PROMOTION AND THE ENFORCEMENT OF THE RULES OF THIS PROMOTION, THE FAILURE TO WIN, THE REQUIREMENTS OF THIS PROMOTION, THE GIFT CERTIFICATE OR REFUND AWARDED OR CHOSEN. ALL REFUNDS AND THE GIFT CERTIFICATE ARE AWARDED WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.**

27. Gallery Furniture is not responsible for any typographical or other error in the printing of the Promotion, its rules or administration of the Promotion, or issuance of any refund.
28. The Judge for this promotion is James McIngvale.
29. All entrants, participants, and purchasers agree and understand that the eligibility and opportunity to win are further conditioned upon the Judge's determination as to eligibility and compliance with all contest rules and requirements.
30. To the extent a person is determined to be disqualified and/or ineligible to participate in this Promotion, such individual is not entitled to any type of refund of his or her purchase. Likewise, a person who is forfeited from this Promotion is not entitled to any type of a refund of any purchase made during the Promotion Period.
31. All sales are final for any Qualifying Purchase.
32. The undersigned is eighteen (18) years of age or older, of competent mind has read and understands the entirety of the above contest rules, disclosures, and does hereby agree to all such rules and disclosures.
33. The undersigned agrees and consents that Gallery Furniture, its agents, related companies and affiliates may use and retain the information provided by the undersigned for the above contest for all purposes related thereto and in the sole discretion of Gallery Furniture.
34. Gallery Furniture reserves the right to make rule or Promotion changes without notice at any time.
35. Gallery Furniture also reserves the right to change the aforementioned Promotion dates without notice.
36. **BY PARTICIPATING IN THIS PROMOTION, ALL PARTICIPANTS AGREE THAT SHOULD A DISPUTE REGARDING THE PROMOTION ARISE SUCH DISPUTE WILL BE RESOLVED THROUGH THE ARBITRATION PROCESS IN HARRIS COUNTY AND ALL PARTICIPANTS AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY AND JUDGE. MOREOVER, ALL PARTICIPANTS AGREE THAT ANY DISPUTE REGARDING THIS PROMOTION MUST BE ADDRESSED ON AN INDIVIDUAL BASIS AND NO CLASS CAN BE FORMED TO ADDRESS POTENTIAL DISPUTES REGARDING THE PROMOTION.**

37. The decision of Judge in the interpretation of these rules is final. By participating, persons agree to be bound by the decisions of the Judge and the rules stated herein.
38. **BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AGREES, UNDERSTANDS AND ACKNOWLEDGES THAT ALL SALES ARE FINAL AND THAT THE ONLY WAY TO RECEIVE A REFUND OF HIS OR HER QUALIFYING PURCHASE IS THROUGH THE REQUIREMENTS OUTLINED IN OPTION 1 ABOVE AND HEREIN.**
39. Any Eligible Individual is **DISQUALIFIED** from this Promotion if any one of the following events occurs:
1. Any exchange or return of the Sleep Set
  2. If the finance terms of the Sleep Set are extended for whatever reason
  3. Any discounts are given towards the purchase price of the Sleep Set
  4. Any coupons are used towards the purchase price of the Sleep Set
  5. Participant elects free merchandise or services at the time of the purchase of the Sleep Set
  6. Participant does not take delivery by the close of the Promotion Period.
40. Any Eligible Individual who makes a Qualifying Purchase by phone or online is required to come into any Gallery Furniture store within seven (7) days of said Qualifying Purchase and complete/sign paperwork in order to participate in this Promotion.
41. Any Eligible Individual who makes a Qualifying Purchase must sign all paperwork to be eligible for a refund.

**Winner's List:** For the name of the contest winner, send a self-addressed envelope by Friday, November 16, 2018 to Gallery Furniture, 6006 North Freeway, Houston, Texas 77076. The names of the Refund Recipients will be released at the discretion of Gallery Furniture.

**Promotion Sponsor/Administrator:** This contest is sponsored and administrated by Gallery Furniture, 6006 North Freeway, Houston, Texas 77076.

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**REFUNDS WILL BE PROMPTLY AWARDED ONLY AT THE 6006 NORTH FREEWAY LOCATION OF GALLERY FURNITURE BEGINNING AT 6:00 P.M. CST ON SUNDAY, DECEMBER 2, 2018 DURING THE REFUND PARTY.**

**IF YOU DO NOT GET YOUR REFUND AT THE REFUND PARTY ON SUNDAY, DECEMBER 2, 2018 FROM 6:00 P.M. TO 9:00 P.M., YOUR REFUND WILL ONLY BE AVAILABLE AT THE 6006 NORTH FREEWAY LOCATION UNTIL 6:00 P.M. ON MONDAY, DECEMBER 31, 2018.**

**By signing below I acknowledge and affirm that: (1) I have read the rules and regulations of this Promotion and agree to abide by and be bound by the same; (2) I will bring my social security card or other official documentation of my social security number and a completed W-9 to Gallery Furniture to claim my refund; and (3) any refund will be given via the same method of payment for my Qualifying Purchase as explained in the rules and regulations.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant's Name (Printed)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Sales Order Number

\_\_\_\_\_  
Customer Code

\_\_\_\_\_  
Qualifying Amount

\_\_\_\_\_  
Method of Payment

\_\_\_\_\_  
Last 4 digits of Credit Card, if applicable

**All information must be provided and correct for participation in the Promotion.**