

The Wren Kitchens #Wrenovation Contest Terms and Conditions

Subject to the Wren Kitchens #wrenovation Terms and Conditions (“Terms”) below, Wren Kitchens USA (the “Sponsor”) offers you the opportunity to win \$1,000 (excluding tax) by submitting photographs of a finished Wren kitchen. These Terms govern the #wrenovation contest (“Contest”). Please read the Terms carefully. Participation in this Contest is deemed acceptance of these Terms and the Company’s [Privacy Policy](#) Contest Rules can be found at [Wren USA Blog Link].

No purchase necessary to enter or win. A purchase will not improve the likelihood of winning. Void where prohibited.

1. ELIGIBILITY REQUIREMENTS: To be eligible for the Contest you must, as of the date of entry, (i) be a legal resident of one of the 50 United States or the District of Columbia (ii) be at least 18 years of age, or the legal age of majority in your state, whichever is older, and (iii) own or have unlimited access to a kitchen originally purchased from the Sponsor. Employees, representatives, officers, and directors of Sponsor and its parents, affiliates, subsidiaries, distributors, retailers, advertising and promotional agencies, prize suppliers, and the immediate families (spouse, mother, father, sister, brother, daughter, or son, regardless of where they live) of such persons or members of their households (whether related or not) are not eligible to enter or win. By entering, you agree to be bound by these Terms and the decisions of the Sponsor, which are final and binding in all respects. The Contest is subject to all applicable United States federal, state, and local laws and is void where prohibited by law. Do not proceed with this Contest if you are not a legal resident of the U.S. or the District of Columbia, are not 18 years or older (or age of majority in your state, whichever is older), or are accessing this Contest outside the United States.

CONTEST PERIOD: The first Contest begins on June 1, 2021, at 12:01 a.m. Eastern Time (ET) and closes on June 30, 2021, 11:59 p.m. ET (the “Initial Contest Period”). For each month following the Initial Contest Period, until such a time as the Sponsor suspends or terminates the Contest, the Contest will begin on the first day of each month at 12:01 a.m. ET and end on the last day of that same month at 11:59 p.m. ET (each period a “Contest Period”). The Sponsor can suspend or terminate the Contest at any time and for any reason at the sole discretion of the Sponsor. [Notice of suspension or termination of the Content will be posted on Wren’s USA Blog at <https://www.wrenkitchens.com/us/blog/>]

2. All submissions to the Contest (“Entries”) must be received during a Contest Period. Entries received prior to the Initial Contest Period or after the Sponsor has terminated or suspended the Contest will be disqualified. Entries will only be considered for selection during the Contest Period in which they are received. To be considered for selection



during a subsequent Contest Period, the person entering the Contest (the “Entrant”) must re-submit their entry in the subsequent month. Sponsor will be the official timekeeper for all matters related to the Contest.

3. CONTEST DESCRIPTION / HOW TO ENTER: *No purchase necessary to enter or win. A purchase will not improve the likelihood of winning.*

To enter, you must email your entry to wrenovation@wrenkitchens.com. The entry must contain (1) a photographic image or images of a kitchen that was originally purchased from the Sponsor and that the Entrant owns or has unlimited access to, (2) the Entrant’s first name and surname, and (3) the Entrant’s zip code.

Alternatively, to enter, you must upload your entry to Instagram. The entry must contain (1) a photographic image or images of a kitchen that was originally purchased from the Sponsor and that the Entrant owns or has unlimited access to, (2) use the hashtag #wrenovation, and (3) tag the @wrenkitchens_usa Instagram account.

The Sponsor is entitled, at its sole discretion, to require the winner of the Contest (the “Winner”) to provide proof that the kitchen depicted in the Entry was originally purchased from the Sponsor. To verify that the kitchen was originally purchased from the Sponsor, upon the Sponsor’s request, the Winner must submit either the make and model of the kitchen, or the order number. The Sponsor is entitled to require any additional information it deems necessary to verify that the kitchen was originally purchased from the Sponsor. The Sponsor reserves the right to disqualify any Entry that the Sponsor deems, in its sole discretion, cannot be verified as originally purchased from the Sponsor.

Limit one Entry per Entrant. In case of multiple Entries received from the same Entrant, only one Entry will be considered, at Sponsor’s sole discretion. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is assigned the email address that was used to submit the entry. Entries may only be submitted by a single Entrant; group Entries are not permissible. Any attempt by any Entrant to enter by using multiple/different email addresses, identities, or other methods will void that Entrant’s Entries and that Entrant may be disqualified, at the sole discretion of the Sponsor. Use of any automated system to participate is prohibited and may result in disqualification.

By submitting an Entry, you warrant and represent to Sponsor that (a) you have all of the rights and authority necessary to submit the Entry in the Contest in compliance with these Terms, including the right to contract in your own name, the right to publish the image submission, and the right to grant the rights granted hereunder; (b) the Entry is in all respects free and clear of all claims and rights of third parties; (c) the Entry is the original work of you, is owned by you, including the copyright therein; (d) the Entry complies with the requirements set forth in these Terms; and (e) you have not made any commitment for the use or publication of the Entry to any person or Entity for any commercial purposes or otherwise made any commitment in a manner that would conflict with the rights and licenses granted to Sponsor as described in these Terms.

Sponsor does not assume responsibility for lost, late, misdirected, incomplete, illegible, damaged, mutilated, or corrupted Entries; any human error, computer, on-line, telephone, network, or technical malfunctions that may



occur; e-mail service issues or downtime; or for any printing, typographical, or other errors in any materials associated with the Contest; or for the incorrect or inaccurate capture of the Entry or other information or failure to capture any such information.

All Entries become the property of Sponsor and will not be returned to the Entrant.

An Entrant may withdraw his or her entry at any time. To withdraw his or her Entry, an Entrant must send an email to wrenovation@wrenkitchens.com, providing that he or she would like to withdraw his or her Entry, his or her name, and the email address from which the original Entry was made. Once the Entrant has withdrawn his or her entry, his or her Entry will no longer be considered by the judging panel and his or her details will be disassociated with the competition.

4. SUBMISSION CRITERIA: Entrants will be judged on an image or images created by the Entrant. All images must be originally created and must not previously have been submitted to another contest or promotion, or licensed or assigned to a third party. Entrants may not: (a) submit any image or other information (collectively "Material") that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Entrant is the owner of such rights or has permission from their rightful owner to post the Material and to grant Sponsor all of the license rights in these Terms; (b) submit Material that violates or infringes another's rights, including without limitation, privacy, publicity, or intellectual property rights; (c) submit falsehoods or misrepresentations that could damage Sponsor or any third party; (d) submit Material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (e) submit Material that is in violation of or contrary to any application federal, state, municipal or local laws or regulations; (f) transmit any files that contain viruses, worms, Trojan horses, or other contaminating or destructive features; (g) impersonate another person or otherwise misrepresents another individual's identity; or, (h) otherwise violate applicable law. **Sponsor reserves the right to disqualify any Entry that, in its sole discretion, violates any of these criteria.**

5. SPONSOR'S USE OF ENTRIES: By submitting an Entry, you grant Sponsor a perpetual, worldwide, royalty-free, sublicensable, and transferable right and license to use, reproduce, distribute, prepare derivative works of, publish, display, and broadcast your Entry (including, but not limited to, your name, picture or pictures, video or videos, likeness, "Wrenovation" story, kitchen specifications, email address, or zip code, included in the Entry) in connection with the Contest, Sponsor's social media pages, Sponsor's website and Sponsor's (and its successor's) business in any media formats (including television), and through any media channels.

The right and license granted to Sponsor includes, without limitation, the right of Sponsor to (a) post the Entry on Sponsor's social media pages and website; (b) provide the Entry to the judges; (c) use the Entry to promote Sponsor's products in any current or future marketing campaigns or initiatives; (d) maintain the Entry in Sponsor's database for the purpose of keeping records of the Contest; (e) edit, modify, format, or adapt the Entry for Sponsor's own purposes and use such revised version to the same extent as the original Entry; and (f) use the Entry for advertising



and promotional purposes. You also waive and release any rights of privacy and publicity in connection with the use of your name, picture, video, likeness, or other information.

Notwithstanding the foregoing, Sponsor is not obligated to use any of the Entries, including, without limitation, the Entry submitted by the Winner.

All copyrights and other intellectual property rights, other than the limited rights and licenses granted in these Terms, will remain with the Entrant. However, Sponsor reserves the right to require the Winner to execute an assignment agreement, transferring all intellectual property rights in Winner's submitted Entry to Sponsor.

You understand and acknowledge that your Entry may receive exposure on the Internet or other public forums, where the Entry may be the subject of public comments. Sponsor is not responsible for any remarks, including any critical or derogatory remarks, posted by the public pertaining to you or your Entry.

6. WINNER SELECTION PROCESS: One Winner will be selected from the eligible Entries for each Contest Period. On, or within seven (7) calendar days of, the close of each Contest Period, the Sponsor, in its sole discretion, will select a Contest Winner for that most recently closed Contest Period. The best looking entry will be selected as the Contest Winner by an internal panel of judges. The judges will be Directors of the Sponsor who do not themselves design or select kitchens in the showrooms or install kitchens. The judges will use the following criteria to judge the Entries: style, design, functionality, and use of space.

The Winner will be contacted by email during the month following the Contest Period for which they were selected as the Winner. It is each Entrant's responsibility to timely check his/her email account for any notifications or messages from Sponsor and to ensure that Entrant's email account settings allow Entrant to receive notifications and messages from Sponsor. Entrants are encouraged to add [INSERT WREN EMAIL ADDRESS FROM WHICH THE WINNER WILL BE NOTIFIED] to their "safe senders" list to ensure that any email notification is delivered to their inbox. If the selected Winner does not respond to the notification or message from the Sponsor within seven (7) calendar days of being notified, then the Winner's prize will be forfeited, and the Sponsor shall be entitled, but not obligated, to select another winner for that Contest Period.

The Winner must meet all eligibility requirements and may be required to provide proof of U.S. residency, proof that the kitchen was originally purchased from the Sponsor as described above, sign an affidavit of eligibility, and publicity and liability release, and any other documents Sponsor deems necessary, in its sole discretion, all of which must be completed, signed, and returned within five (5) days from the date such documentation is requested, or the prize may be forfeited.

The Winner will be required to participate in a #wrenovation video recording and consent to the video being used across the Wren Kitchens digital and offline channels, including, but not limited to, www.wrenkitchens.com/us, Instagram, Facebook, Twitter, Your Kitchen Magazine. The dates and times and expectations of the recording will



be discussed with the winner upon acceptance of their prize and agreed mutually. The video will be used as long as Wren Kitchens deems the content relevant.

By accepting the prize, the Winner represents and warrants that he/she is in compliance with these Terms and consents to Sponsor's use of his/her name, image or images from the Entry, the #wrenovations video or videos, his/her country or state of residence or zip code, and statements made by or attributed to him/her in perpetuity, in any and all media and platforms now known or hereafter developed for all business purposes without additional compensation unless prohibited by law.

The surname and state of the Winner will be published at www.wrenkitchens.com/us for fourteen (14) days following the Winner's acceptance of the prize; unless, in the email in which the Winner accepts the prize, the Winner requests that the Sponsor not publish their name and state. The Sponsor shall not be held civilly or criminally liable for its failure to honor such a request.

All decisions of Sponsor will be final and binding. Sponsor reserves the right not to select a winner if, in Sponsor's sole discretion, it does not receive a sufficient number of eligible and qualified Entries. If a winner is not selected, then the prize for that Contest Period may not be awarded, in Sponsor's sole discretion.

7. PRIZE CONDITIONS: One winner each Contest Period will receive a \$1,250 check.

No assignment, transfer, or substitutions of prize is permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value for any reason in Sponsor's sole discretion. Any other incidental expenses on prizes not specified herein are the Winner's sole responsibility.

The prize will be mailed to, or otherwise be made available to, the Winner within a reasonable time following the completion of the #wrenovation video.

All federal, state, provincial, local, and foreign taxes on prizes, if any, are the sole responsibility of the Winner. It is the policy of the Sponsor and in compliance with United States Internal Revenue Service regulations, that the Sponsor may send an IRS Form 1099 or other appropriate form to the Winner if it is required to do so by applicable law.

8. GENERAL CONDITIONS: Upon request by Sponsor, the Winner must execute and return an Affidavit of Eligibility and Liability Release, an assignment of all intellectual property rights in and to the image or images, and, where lawful, a Publicity Release within the time period set forth above. Where permitted by law, by accepting a prize, the Winner grants to Sponsor, and its licensees, affiliates, and assigns, the right to print, publish, broadcast, and otherwise use, worldwide in any media now known or hereafter developed, including the World Wide Web, at any time or times, the Winner's name, zip code, photograph or photographs, and biographical information as news or information and for editorial, advertising, and publicity purposes, without further notice, compensation, permission, or approval. Void where prohibited.

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant found tampering with the entry process or with the operation of the Contest; attempting to gain unauthorized access to the Contest, or to other accounts,



computer systems, or networks connected to the Contest; to be acting in violation of these Terms; to be acting in a manner that is fraudulent; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sponsor reserves the right to review and investigate all Contest entries as it deems fair and appropriate.

9. UPDATES AND CHANGES TO THESE TERMS: Sponsor can update these Terms at any time without prior notice. If Sponsor modifies these Terms, it will post the modification on its website and such modification is effective upon posting. Continued participation in the Contest after modification shall constitute acceptance of such modification.

10. LIMITATIONS OF LIABILITY: Sponsor shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Entrant or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the processing of Entries in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction. Sponsor is not responsible for injury or damage to Entrants or caused by Entrants or to Entrants' or any other person's computer related to or resulting from participating in the Contest. If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Contest and select the winner from Entries received prior to the action taken. **In no event will Sponsor or its parents, affiliates, subsidiaries, shareholders, advertising or promotional agencies, or their respective directors, officers, employees, representatives, or agents, or prize sponsors, be responsible or liable (a) for any damages or losses of any kind (including direct), in the aggregate, that exceed the aggregate value of the prize awarded during one Contest Period or (b) for any indirect, incidental, consequential, or punitive damages or damages for lost profits, revenue, or opportunity, or for business interruption, in each case, arising out of the conduct of, or any Entrant's participation in, the Contest. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. Without limiting the foregoing, any prize won is provided "as is" without warranty or condition of any kind, either express or implied, including the implied warranties and conditions of merchantability, fitness for a particular purpose, or non-infringement.** Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or



exclusion of implied warranties and conditions, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

11. SEVERABILITY: If any one or more provisions of these Terms are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the validity, effect, or enforcement of any other provision or provisions of these Terms.

12. PRIVACY: By entering the Contest, Entrants will be sharing their personal information with Sponsor. For the purposes of administering the Contest, the Sponsor will collect from the Entrant the Entrant's first name, surname, zip code, email address, image or images submitted in the Entry, and any meta data associated with the email in which the Entry is received, and may, upon request, collect videos, order numbers, product numbers, product make and models, or any other information requested from the Entrant to verify that the kitchen photographed was originally purchased from the Sponsor. By entering, each Entrant agrees to Sponsor's use of Entrant's personal information for the purposes of this Contest (including the proper administration and fulfillment of this Contest) as outlined in these Terms. For more information on how Sponsor uses personal information please see the Sponsor's Privacy Policy at <https://www.wrenkitchens.com/us/security-privacy>. In the event of a conflict between these Terms and the applicable Privacy Policy of Sponsor, to the extent it applies, these Terms will control.

13. GOVERNING LAW AND VENUE: The Contest is governed by, and will be construed and interpreted pursuant to, the laws of the State of Connecticut, United States, without regard to conflicts of law rules that may require the application of the laws of another jurisdiction. Furthermore, by entering this Contest, each Entrant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Milford, Connecticut, where possible, or else elsewhere in Connecticut.

14. OFFICIAL CONTEST RULES: For a copy of the official Contest Rules, visit <https://www.wrenkitchens.com/us/blog/> or send a stamped, self-addressed envelope to: Wren Kitchens, 1110 Hanover Street, Hanover Industrial Estates, Sugar Notch, Hanover Township, PA, 18706, USA.

15. SPONSOR: Wren Kitchens, 1110 Hanover Street, Hanover Industrial Estates, Sugar Notch, Hanover Township, PA, 18706, USA.

