

# Terms & Conditions

## Letters to Santa Wish Gift Giveaway

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.
2. SPONSOR: The sponsor of the sweepstakes is Gardner White Furniture Co., Inc. ("Sponsor"), 6500 W. 14 Mile Road, Warren, MI 48092.
3. PROMOTION PERIOD: The sweepstakes begins on Tuesday, November 12, 2024 – Thursday, December 12, 2024. (the "Sweepstakes Entry Period").
4. ELIGIBILITY: Entrants must be residents of Michigan, who are at least 18 years old. Employees of Sponsor, its gift providers and licensors, and each of the foregoing entities' affiliates, authorized designees and other related entities, and any other individual or entity associated with the development, judging or administration of the Sweepstakes (collectively, the "Sweepstakes Entities"), as well as members of such employees' immediate families (spouses, children, siblings, parents), and persons living in the same household as such persons, whether or not related, are not eligible to participate in the Sweepstakes.
5. HOW TO ENTER: There are two ways to enter the Sweepstakes: Each Entrant must fill out an Entry Form and must attach to the Entry Form a letter to Santa from one of their children; the letter to Santa must specify a gift which the child wishes to receive (value not to exceed \$500, including taxes, shipping, etc). and then either (1) place the Entry Form and Santa letter in the mailbox site at the dates and locations listed below during store hours during the Promotion Period; or, (2) mail the Entry Form and Santa Letter to the Sponsor so that it arrives within the Promotion Period at the following address: Gardner White Furniture Co., Inc., 6500 W. 14 Mile Road, Warren, MI 48092 Attn. Santa Gift Wish Sweepstakes.

Beginning Tuesday, November 12, 2024 through Thursday, December 12, 2024 at the following locations:

Gardner White Ann Arbor, 3725 Washtenaw Ave, Ann Arbor, MI 48104  
Gardner White Canton, 41661 Ford Road, Canton, Michigan 48187  
Gardner White Howell, 4101 E Grand River Ave., Howell, MI 48843  
Gardner White Shelby Township, 14055 Hall Road, Shelby Township, Michigan, 48315  
Gardner White Rochester, 1032 S. Rochester Road, Rochester Hills, MI 48307  
Gardner White Saginaw, 2660 Tittabawassee Rd., Saginaw, MI 48604  
Gardner White Taylor, 22035 Eureka Road, Taylor Michigan, 48180  
Gardner White Warren, 6500 E. 14 Mile Road, Warren, Michigan, 48092

6. PRIZES AND APPROXIMATE RETAIL VALUE: Shortly after the end of each week during the Promotion Period, one child's letter to Santa will be randomly selected from all entries received by the Sponsor during the week just ended. Subject to the provisions below, the name of the child who is selected will be announced shortly after each drawing during the Promotion Period. Within two weeks after the end of the Promotion Period, the child will receive the gift that he or she specified in their letter to Santa. The ARV of the gift shall not exceed \$500 per gift per week. No cash alternative or substitution of gifts will be allowed, except Sponsor reserves the right in its sole discretion to substitute gifts of comparable value if any gift is unavailable, in whole or in part, for any reason. WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY TO ACCEPTING GIFTS; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.

7. ODDS: Many will enter, only four (4) children in total will win during the entire Promotion Period. The odds of winning depend upon the number of eligible entries received. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes.

8. WINNER DISQUALIFICATION: In the event a winning Entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning Entry fails to comply with these Official Rules prior to delivery of the gift, the gift may be forfeited.

9. NOTICE TO WINNER: Winner(s) will be notified via email. Sponsor is not responsible for communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within one (1) day of the first notification attempt (or such shorter time as exigencies may require), or if the gift or gift notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her gift and an alternate winner may be selected.

10. VERIFICATION OF WINNERS: The adult Entrant of a child whose letter to Santa is selected must be the parent or legal guardian of the child and may be required to execute on behalf of themselves and their child any necessary tax forms, affidavit of eligibility, liability release, and (where imposing such condition is legal) a publicity release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents requested by Sponsor, the winner may be disqualified and an alternate winner may be selected.

11. LIMITATION OF LIABILITY. SWEEPSTAKES ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ENTRIES THAT ARE ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM OR ANY NON-HUMAN MECHANISM, ENTITY, OR DEVICE), ENTRIES IN EXCESS OF THE STATED LIMIT, OR FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL RULES, AND ALL SUCH ENTRIES WILL BE DISQUALIFIED. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES: (A) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND ALL DECISIONS OF SPONSOR AND THE INDIVIDUAL JUDGES WHICH SHALL BE BINDING AND FINAL; (B) TO WAIVE

ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THE OFFICIAL RULES; (C) TO WAIVE ALL OF HIS OR HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE SWEEPSTAKES ENTITIES; AND (D) TO RELEASE, INDEMNIFY, AND HOLD HARMLESS EACH OF THE SWEEPSTAKES ENTITIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY LIABILITY (INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE OUTSIDE ATTORNEY'S FEES AND COSTS) THAT MAY ARISE IN CONNECTION WITH: (I) THE ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, (II) TYPOGRAPHICAL ERRORS IN THE OFFICIAL RULES OR ANY SWEEPSTAKES PROMOTIONAL MATERIALS, (III) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF), (IV) ANY CHANGE BY ANY COMPANY OR ANY OTHER PERSON PROVIDING ANY OF THE COMPONENTS OF A PRIZE DUE TO REASONS BEYOND ANY OF THE SWEEPSTAKES ENTITIES' CONTROL OR AS OTHERWISE PERMITTED HEREUNDER, (V) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE SWEEPSTAKES, (VI) HUMAN ERROR, (VII) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION OF ANY PART OF THE ENTRY (INCLUDING, WITHOUT LIMITATION, THE ENTRY INFORMATION OR ANY PARTS THEREOF), (VIII) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE WEBSITE OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ANY OF THE SWEEPSTAKES ENTITIES OR BY AN ENTRANT, (IX) INTERRUPTION OR INABILITY TO ACCESS THE SWEEPSTAKES, ANY SWEEPSTAKES-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS, (X) ANY DAMAGE TO ENTRANT'S (OR ANY THIRD PERSON'S) COMPUTER OR ITS CONTENTS RELATED TO OR RESULTING FROM ANY PART OF THE SWEEPSTAKES, (XI) ANY LOST OR DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, OR ANY OTHER ERRORS OR MALFUNCTIONS, (XII) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSIONS ON THE PART OF ANY OF THE SWEEPSTAKES ENTITIES, OR ANY OF THEIR AGENTS OR EMPLOYEES, OR (XIII) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE SWEEPSTAKES ENTITIES. EACH WINNER HEREBY ACKNOWLEDGES THAT THE SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES PROVIDED BY ANY OF THE PRIZE PROVIDERS ASSOCIATED WITH THIS SWEEPSTAKES.

12. PUBLICITY RELEASE; MARKETING MESSAGES FROM SPONSOR. Acceptance of a gift constitutes winner's permission for Sponsor to use such winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising or publicity purposes, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, where not prohibited by law. By entering, Entrant agrees to

Sponsor's use of their personal information as described herein and in Sponsor's Privacy Policy. By entering the contest, you are automatically opting in to receive marketing information from the Sponsor or its affiliates.

**13. CANCELLATION.** Sponsor reserves the right to suspend or cancel the Sweepstakes or modify these Official Rules as necessary for any reason or as required by applicable law. Sponsor reserves the right, in its sole discretion, to disqualify from the Sweepstakes, and ban from any future promotions, any person it believes to have intentionally violated these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or to have tampered with any element of the Sweepstakes without notice to the disqualified or banned person.

**14. JURISDICTION AND VENUE.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants 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 laws rules or provisions. Any legal claims arising out of or relating to the Sweepstakes or these Official Rules must be brought in the federal or state courts located in Detroit, Michigan.

**15. WINNER'S LIST.** To obtain a list of the winners (after the conclusion of the Sweepstakes) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Gardner-White, Promotions, 6500 W. 14 Mile Road, Warren, MI 48092. Please specify "2024 Letters to Santa Wish Gift Giveaway" or "Official Rules" and the name of the Sweepstakes.