

## Giveaway Terms and Conditions

### Cole West Home Giveaway Terms & Conditions

#### NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN

By entering a Cole West Home Giveaway (each, a “**Sweepstakes**”), you will be bound by these Terms & Conditions, and you acknowledge that you satisfy all eligibility requirements. Cole West Home means Cole West Home, LLC, or any of its affiliates.

The Sweepstakes is intended for the 50 United States and D.C. only (including territories, possessions, and commonwealths) and will be construed and evaluated according to United States laws. THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., INCLUDING TERRITORIES, POSSESSIONS, AND COMMONWEALTHS, 18 YEARS OF AGE OR OLDER AS OF SWEEPSTAKES START DATE. VOID WHERE PROHIBITED.

**Eligibility.** Open to individual legal residents of the 50 United States or the District of Columbia, including territories, possessions, and commonwealths who are 18 years of age or older as of the Sweepstakes start date. Employees of Cole West Home and its affiliates, Prize Providers, and their immediate family members are not eligible to participate.

**Sponsor.** The Sponsor is the individual or entity offering the Sweepstakes on the Sweepstakes Landing Page. Cole West Home, LLC is the Sponsor.

Cole West Home, LLC  
610 North 800 West  
Centerville, UT 84014

**Prize Providers.** The Prize Providers are the individuals or entities offering the Prizes for the Sweepstakes.

**Prize(s).** The winner(s) of the Sweepstakes (the “Winner”) will be chosen daily over ten (10) days (2/16/24-2/25/24) and will receive the following prize:

- Airpod pros (approximated retail value \$189.99 USD)

Each prize will be awarded “as is” and without warranty of any kind, express, or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). If you win a prize, you may not transfer, assign, or redeem the prize for cash. The Sponsor, or the Prize Providers, may in their sole discretion substitute a prize with a prize of equal or greater value without prior notice. Each winner will be responsible for paying any taxes and any other expenses incurred, including any income taxes, sales or use taxes, goods and services taxes, and all other costs associated with redeeming the prize—including but not limited to travel fees, hotel fees, et cetera. Throughout the Sweepstakes, and as required after the Sweepstakes, you will provide

Sponsor with any forms, documents, or certifications as may be required for Sponsor to satisfy any information reporting or withholding tax obligations with respect to any payments related to this Sweepstakes.

**Winner Selection Method.** The Sponsor will award a prize to one or more individuals who enter the Sweepstakes by scanning the QR code at the Cole West Parade of Home in St. George, Utah (“**Sweepstakes Entry Location**”) using the selection method identified below. All qualified individuals entering the Sweepstakes will have access to a landing page that will specify the Sponsor, Prize(s), including how many, the Prize Providers, approximate retail value of prizes, odds of winning, contact method for winners, entry information, and when the Sweepstakes begins and ends—which may be sooner than the end dates and times provided depending on the available supply of prizes. (“**Sweepstakes Landing Page**”). Potential winner(s) will be selected at random from among all eligible entries received. One (1) winner will be determined daily at 7:30PM (MT). Odds of winning depend on the number of eligible entries received. If you are a winner, an email notification will be sent to you by the Sponsor. Following email notification from Sponsor, Sponsor will share your contact information with the Prize Providers and the Prize Providers will coordinate your receipt of the corresponding prize. Potential winner(s) hereby consent to Sponsor sharing your contact information with the Prize Providers to facilitate your receipt of the corresponding prize.

Limit one entry per person and household. Prizes will be fulfilled by Prize Providers. Potential winners receipt of the Prize will be handled by the Prize Providers.

**Method of Entry.** You may enter the Sweepstakes via the entry method described below.

1. Scan the QR code at the Cole West Parade of Home located 1403 N. Highland Pkwy, Washington, UT 84780. Follow the entry instructions. This Giveaway is not available via social media, the only way to enter is by scanning the QR code at the Cole West Parade of Home located at 1403 N. Highland Pkwy, Washington, UT 84780.
2. Read and confirm receipt of Giveaway Terms and Conditions.
3. Verify eligibility.

**Entry Period.** The sweepstakes begins on February 16, 2024 at 10:00AM (MT) and ends on February 25, 2024 at 5:00PM (MT) (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible.

**Required Disclosure in Connection with Publicizing Entry.** If you choose to promote your entry via social media or other channels, you should disclose your connection to the Sweepstakes. For example, it may be sufficient to include a statement like #ColeWestHomeGiveaway.

**Privacy.** In connection with the Sweepstakes, Sponsor will be collecting personal data about eligible and qualified entrants at the time of entry. Personal data will be collected in accordance with Sponsor’s privacy policy located at [Cole West Home](#). By participating in the Sweepstakes, you hereby agree to Sponsor’s collection and usage of your personal information and

acknowledge that you have read and accepted Sponsor's privacy policy. When you enter the Sweepstakes, you may be asked to consent to receive promotional emails and reminder for upcoming promotions, sales events, and other information about Sponsor and/or Prize Providers. Consenting to receive such communications is optional and does not have to be agreed to in order to be eligible to enter the Sweepstakes and does not improve your chances of winning. Sponsor will only share your personal information with Prize Providers and affiliates of both Sponsor and Prize Providers.

**Additional Terms.** Sponsor reserves the right to modify or cancel a Sweepstakes at any time. Sponsor and the Prize Providers are not responsible for: (i) lost, misdirected, late, or incomplete entries or for inaccurate entry information; (ii) any operation or transmission error, theft, unauthorized access to, or alteration of, entries; or (iii) damage to any computer, phone, or other device resulting from scanning the QR code and participating in the Sweepstakes; (iv) all Prizes awarded are subject to the Prize Providers policies—including, but not limited to, those Prize Provider policies regarding blackout days, Holidays, Prize availability, the inability to use discounts when redeeming Prizes, and all other Prize Provider policies. Prize Providers will make those policies available upon request. Contact information for the Prize Providers is available on the Sweepstakes Landing Page.

Sponsor may disqualify any individual found to be: (v) tampering with a Sweepstakes; (vi) violating these Terms and Conditions; or (vii) acting in an unsportsmanlike or disruptive manner with intent to threaten or harass any person. Incomplete and robotic, automatic, programmed, duplicate, or similar entries will be denied.

No greater than the number of prizes stated on the Sweepstakes Landing Page will be awarded. If any error occurs in the selection of a potential winner, or if more prizes are claimed than specified, Sponsor may award the prize(s) by random drawing from among all eligible claimants. All prizes made available for a Sweepstakes may not be awarded in the event Sponsor does not receive a sufficient number of qualified and eligible entries for an applicable Sweepstakes.

**Miscellaneous.** Each Sweepstakes is governed by the laws of the United States. By entering into a Sweepstakes, you agree (for yourself, your heirs, and assigns) that Sponsor and the Prize Providers and each of their respective affiliates, agents, and any entity involved in any aspect of the Sweepstakes (all aforementioned parties are collectively, the "Released Parties") will have no liability, and will be held harmless from and against all liability, loss, injury, or damage to property or person, including death and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in the Sweepstakes, even if caused or contributed to by the negligence of any of the Released Parties.

You agree that Sponsor's and Prize Providers decisions related to each Sweepstakes and all distribution of prizes are final. Each winner agrees that, by participating in a Sweepstakes, Sponsor, Prize Providers, and their respective affiliates may use the winner's name, image, likeness, voice, photographs, videos, and all other media reduced to tangible form by winner, in any manner and in any medium for Sponsor's or Prize Provider's promotional purposes without

additional compensation, including posting in a winner's list, posting an image, video, or sound clip on Sponsor's or Prize Provider's social media channels, except where prohibited by law, and Sponsor and Prize Provider, and their respective affiliates may be required to disclose the winner's address to state regulatory authorities. For any IT related concerns please contact [servicedesk@colewest.com](mailto:servicedesk@colewest.com)