

Habitat Denver ReStore Upcycling Contest | April 2023

Contest Rules

1. Eligibility: The Habitat Denver ReStore Upcycling Contest is open to all legal residents of Denver, Colorado, who post in accordance with the stated rules on select social posts. Entrants must be at least 13 years of age as of their date of entry in this promotion to qualify. The Habitat Denver ReStore Upcycling contest is subject to federal, state, and local laws and regulations and is void where prohibited by law. ReStores's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees, are ineligible to participate in The Habitat Denver ReStore Upcycling Contest.

2. Sponsorship. The Sponsor is Habitat for Humanity of Metro Denver, located at 7535 E Hampden Ave, Ste 600, Denver, CO 80231. The Sponsor will conduct the substantially as described in these Official Rules.

3. Agreement to Rules: By entering the Habitat Upcycling Contest, the Entrant agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Habitat Upcycling Contest, You represent and warrant that You are eligible to participate based on the eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of the Habitat Upcycling Contest.

4. Habitat Denver ReStore Upcycling Contest Entry Period: This promotion begins on April 1st at 9:00 A.M. MST and ends on April 22nd at 6:00 P.M. MST. To be eligible for the Habitat Denver ReStore Upcycling Contest, entries must be received within the specified Entry Period.

5. How to Enter: Eligible entrants can enter The Habitat Denver ReStore Upcycling Contest by posting a photo or video to Facebook or Instagram, tagging @HabitatDenverReStores, and including the specified campaign hashtags. An account must be "public" for entries to be officially counted. As a participant, your entry must fully meet all The Habitat Denver ReStore Upcycling Contest requirements, as specified in the Social Media Rules (section 14), to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent entry methods or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Habitat Denver ReStore Upcycling Contest at the Sponsor's sole discretion.

6. Prizes: The Winner of the Habitat Denver ReStore Upcycling Contest will receive \$250 of in-store credit redeemable at the ReStores in Denver, Arvada, Aurora, or Littleton. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. No cash or other prize substitution is permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all

local, state, and federal taxes. The Winner shall not transfer the assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for advertising and trade without further compensation unless prohibited by law.

7. Selection and Notification of Winner: The Winner will be selected by judge nomination under the supervision of the Sponsor. The Sponsor will notify the Winner by social media announcement within two days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within seven days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize (offered in the Habitat Denver Upcycling Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into the Habitat Denver ReStore Upcycling Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Habitat Denver Upcycling Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Entries must be original work and not violate anyone's proprietary or intellectual property rights.

9. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Habitat Denver ReStore Upcycling Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Habitat Denver Upcycling Contest. In the event of any of the above issues, the Sponsor may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Attempts by entrants to deliberately damage any website or undermine the legitimate operation of the Habitat Denver Upcycling Contest may violate criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: Your entry into the Habitat Denver ReStore Upcycling Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries,

representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Habitat Denver ReStore Upcycling Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

11. Disputes: THE HABITAT DENVER RESTORE UPCYCLING CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Habitat Denver ReStore Upcycling Contest, they shall be individually resolved exclusively before a court located in the state of Colorado having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the participant's actual out-of-pocket expenses (i.e., costs associated with entering this Habitat Denver Upcycling Contest). The participant waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Habitat website. [Click here](#) to read the Privacy Policy information.

13. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules by sending your request via mail with a stamped, self-addressed envelope to: Habitat for Humanity of Metro Denver, located at 7535 E Hampden Ave, Ste 600, Denver, CO 80231. Requests must be postmarked no later than April 22, 2024.

14. Social Media Rules: Entrants may enter the Habitat Denver ReStore Upcycling Contest by upcycling a piece of furniture or other home decor item by repainting, refinishing, repurposing, etc. To submit a contest entry, Entrants must post to Facebook or Instagram, showing the progress of their project, and explaining how their chosen item was recycled or repurposed. Projects do not have to be purchased from Habitat Denver ReStore locations. All project must be completed and shared publicly by April 22nd at 6:00 p.m. MST. 2. All entry posts should tag the Habitat Denver ReStores account on either [Facebook](#) or [Instagram](#), include contest verbiage, and include the following hashtags: #ReStoreEarth23 #EarthDayUpcycle #HabitatDenverReStores. The Habitat Denver ReStore Upcycling Contest hosted by Habitat Denver ReStore is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

15. By posting on Facebook and Instagram, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.