

## Ashley 2023 “Holiday Shopping Spree” Sweepstakes Official Rules

**NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, CONTRIBUTION OR TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. This Sweepstakes May Not Be Used To Conduct, Advertise, Or Promote Any Form Of Gambling.**

**Eligibility:** Ashley 2023 “Holiday Shopping Spree” Sweepstakes (the “Sweepstakes”) is open to legal residents of the State of Indiana and who are at least 18 years old as the date of entry. Employees, officers, directors, agents, and representatives of the Indianapolis Colts, Inc. (“Club”), the National Football League (“NFL”), The Dufresne Spencer Group, LLC d/b/a Ashley (“Sponsor”), or of any of their parents, subsidiaries, divisions, affiliates, advertising and promotion agencies, or any of those persons’ immediate family members, or members of their households, or any individuals who have, in the previous six months, won any sweepstakes or prize sponsored by Club or Sponsor are not eligible to participate or win a prize. By entering, participants agree to these Official Rules and the decisions of Club, Sponsor, and the NFL (collectively, “Released Parties”), which shall be final and binding in all respects. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. One entry per household.

**Sponsor and Administrator:** This Sweepstakes is sponsored by The Dufresne Spencer Group, LLC, d/b/a Ashley, 4120 Air Trans Road, Memphis, Tennessee 38118 and administered by the Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, Indiana 46254. COLTS is a registered trademark.

**Timing:** The Sweepstakes begins on December 11, 2023 at 12:01 AM ET and ends December 15, 2023 at 11:59 PM ET (“Entry Period”).

**How to Enter:** Participants register to win by visiting [www.colts.com/ashley/holidayshoppingspree](http://www.colts.com/ashley/holidayshoppingspree) to complete and submit the Sweepstakes registration form, or visit any participating Ashley within the State of Indiana during the Entry Period to complete and submit the Sweepstakes entry form (“Entry Process”). Registration is free. Limit one registration per participant and per email address.

Multiple submissions may result in disqualification. The use of script, macro, other automated means, or any other device to subvert the Entry Process is prohibited and all such registrations will be void. In the event of a dispute as to the identity of participant based on the e-mail address submitted at the time of registration, entry will be awarded to the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules. Participants’ personally identifiable information will only be used in accordance with the Sponsor’s and Club’s Privacy Policies, as posted on <http://www.colts.com/footer/privacy-policy> and <https://ashleyfurniture.com/privacy-policy>.

**Prize:** The winner will receive a \$25,000.00 shopping spree at Ashley (“Prize”). A total of one winner will be selected. Chances of winning are dependent upon the number of eligible entries received during the Entry Period. All prize details, including game selection, are at the sole discretion of Sponsor or Club. Total actual retail value of each Prize is \$25,000.00 USD. No transfer, assignment, or substitution of prize (or portion thereof) is permitted except by Sponsor or Club which reserves the right to substitute a prize

(or portion thereof) with one of comparable or greater value as determined by Sponsor or Club. Released Parties are not responsible for the cancellation of any event.

The Prize winner may be required to sign a Declaration of Eligibility, Release, and Indemnification that: (i) releases, indemnifies, and holds harmless, Released Parties, their respective parents, affiliates, subsidiaries, successors companies, owners, officers, directors, employees, agents, assigns, and representatives from, and against, any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from participating in the Sweepstakes or the award, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes; (ii) contains the Prize winner's agreement to be bound by the Sweepstakes' Official Rules; and (iii) authorizes Sponsor or Club to use the Prize winner's and guests' names, likenesses, photographs, voices, images, and biographical data for advertising, promotional, or any other purpose, in any media. If a Prize winner fails to sign a Declaration of Eligibility, Release, and Indemnification Form within three business days of receipt, the Prize winner may be disqualified.

**Prize Drawings:** There will be one prize winners. The potential winner will be chosen at random from the eligible entries received during the Entry Period. Sponsor or Club, whose decisions will be final, will conduct the random drawing. The potential winner does not need to be present to win. Entries are subject to verification and are automatically void and will be rejected if entry contains errors or omissions. A potential winner will be notified by a representative of Sponsor or Club via telephone, or email, on the day of the drawing. In the event a potential winner cannot be contacted within two business days of the drawing by way of information provided by the participant, or does not respond, declines the prize, or is ineligible, an alternate potential winner will be drawn at random from the remaining eligible entries if time permits.

**Conditions of Participation:** Sponsor and Club are not responsible or liable for: lost, incomplete, inaccurate, garbled, late, delayed, undelivered, or misdirected information or registrations, User ID's, or submissions; theft, destruction, or unauthorized access to, or alteration of, submissions or registrations; failures or malfunctions of connections, cable, fiber-optics, network, satellite, Internet Service Provider (ISP), phones, phone-lines, or telephone systems; interrupted or unavailable network, server, or other connections; any error, omission, interruption, defect, or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes; typographical, printing, or other errors in these Official Rules, in any Sweepstakes-related advertisements, or other materials; the administration of the Sweepstakes; the processing of entries, selections, or registrations; the selection or announcement of potential winners or the distribution of prizes; the cancellation, suspension, or postponement of the 2023-2024 NFL Season, scoring, tabulation, or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing, or otherwise.

By submitting an entry into the Sweepstakes, each participant agrees that: (i) Sponsor, Club, the NFL, and their respective designees, may use (unless prohibited by law) participant's name, city, and state of residence, photograph, image, or likeness for advertising, promotional, trade, or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; and (ii) Sponsor, Club, the NFL, and their respective affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held

harmless, discharged, and released by participant for any claim, action, liability, loss, injury, or damage to participant or any other person or entity, including, without limitation, personal injury or death, illness, or wrongful death arising from COVID-19 related exposure or illness or any and all claims arising from, or related to participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the participant's participation in the Sweepstakes or participant's acceptance, possession, use, or misuse of any prize and any travel or travel-related activity thereto (including, but not limited to, attendance at any event or game) or participation in this Sweepstakes.

Sponsor or Club, in its sole discretion, reserves the right to: (i) disqualify any person who tampers with the submission process, the operation of Sponsor's Sweepstakes Page, or any other component of this Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate this Sweepstakes (or any portion thereof) for any reason, including should a virus, bugs, non-authorized human intervention, or other causes, including but not limited to war, strikes, pandemics, or acts of God, corrupt or impair the administration, security, fairness, or proper play of this Sweepstakes and, in the event of termination, at its discretion, award prizes for completed portions of the Sweepstakes (or applicable portion of the Sweepstakes) to the highest scoring eligible non-suspect participants (as determined by Sponsor) as of the date of the event requiring such termination in accordance with these Official Rules.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND CLUB RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Use of Personal Information:** Sponsor and Club will be collecting personal information about participants via the Entry Process. By registering in the Sweepstakes, participants hereby agree to Sponsor's and Club's collection, sharing, and usage of their personal information. Participants' personally identifiable information will only be used in accordance with the Sponsor's and Club's Privacy Policies, as posted on <http://www.colts.com/footer/privacy-policy> and <https://www.ashleyfurniture.com/privacy-policy/>. The winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and Club, and their respective designees, to use his/her name, address (city and state), photograph, image, voice, or other likeness and prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

**Taxes:** Any valuation of the prize stated above is based on available information provided to Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each prize winner is solely responsible for reporting and paying any and all applicable taxes. Any person winning over \$600.00 USD in prizes from Club will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**Disputes:** By submitting an entry into the Sweepstakes, each participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana; (ii) any and all claims, judgments, and

awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Club in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

**Winner's List:** For the name of the winner, send a self-addressed stamped envelope to: Ashley "Holiday Shopping Spree" Winner, c/o Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, Indiana 46254 no later than December 30, 2023.