



Contest (“Contest”) Official Rules

THESE ARE THE OFFICIAL RULES OF THE CONTEST DESCRIBED AND POSTED AT [INSTAGRAM](#) AND [TIKTOK](#) (THE “POST”).

NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE ODDS OF WINNING.

Contest Period: This Contest starts at the time and date listed in the Post and ends at the time and date listed in the Post (the “Contest Period”). All entry times are in Pacific Time (“PT”), unless otherwise noted.

Sponsor: Ruggable LLC, 17809 S Broadway Street Gardena, CA 90248

Eligibility: The Contest is intended for viewing and participation in the 50 United States and the District of Columbia (“U.S.”) only, and shall only be construed and evaluated according to U.S. and California law. You are eligible to enter the Contest if you are over 18 years of age and a legal U.S. resident.

To participate in the Contest, entrant must have Internet access. Employees, officers, directors, managers and members of the Sponsor, affiliates and subsidiaries, advertising and promotion agencies, talent sponsored by the Sponsor and anyone working on the implementation of the Contest or the fulfillment of any prizes (collectively, the “Contest Entities”), as well as the immediate family members (*i.e.*, parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of any of the foregoing are not eligible to participate in the Contest. All federal, state and local laws and regulations apply. **Void where prohibited by law.**

How to Enter: To enter the Contest, entrant must upload his or her video or photo entry (“Work”) to Instagram with the hashtag “#IrisYourHome” and tag @ruggable and @iris.apfel. Final determination of eligibility of any Work will be made by the Sponsor in its sole discretion. All Entries must be received during the Contest Period. All Entries received during the Contest Period will compete for the Prizes (defined below). Entrant is responsible for all costs associated with the production, conversion and uploading of the Work. Only one entry per person is permitted during the Contest Period. Each Work may be submitted only once during the Contest Period. The Sponsor reserves the right to disqualify any person that submits more than the maximum number of Entries allowed. The Sponsor and the Released Parties (defined below) are not responsible for any deleted, removed, late, misdirected or incomplete Entries. **BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY, NAME AND LIKENESS MAY BE POSTED ON THE SPONSOR'S WEBSITE OR ON THE SPONSOR'S INSTAGRAM PAGE OR ANY OTHER SOCIAL MEDIA FORUM IN THE**

SPONSOR'S DISCRETION AND THAT VIEWERS WILL BE INVITED TO COMMENT ON THE POSTED WORKS. COMMENTS WILL HAVE NO BEARING ON WHETHER AN ENTRANT WILL BE DETERMINED THE WINNER OF ANY PRIZE. In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the Entry will be disqualified at the Sponsor's discretion.

Requirements for Entry: Entrant represents and warrants: (i) that the Work, and all elements thereof, is the original creation of entrant and does not incorporate materials not owned or created by entrant, that the Work is not copied from any other work and does not infringe upon the rights of any third party, and that entrant owns all rights, title and interest to the Work except to the extent any elements of the Work are in the public domain or to the extent any elements of the Work are owned or were created by a third party ("Third Party Participant(s)") or any third party person is depicted in the Work ("Identifiable Person(s)"), in which case entrant represents and warrants that entrant has obtained permission from said Third Party Participants and Identifiable Persons to grant the rights granted to the Sponsor in these Official Rules ("Clearances"); (ii) that the Work, or any element thereof, has not been previously published, has not won previous awards and was created in a legal and safe manner; (iii) that the Work is free and clear of any liens, any conflicting contractual rights and any other claims with respect to the use of the Work in the manner authorized in these Official Rules (including, but not limited to, the right to record and/or publish the Work); (iv) that use of the Work by the Sponsor as granted in these Official Rules will not give rise to any claims of infringement or invasion of privacy or publicity, infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including, but not limited to, claims for re-use fees or residuals; and (v) that the Work is not and will not be defamatory, trade libelous, pornographic or obscene. In the event that a Third Party Participant or Identifiable Person has not reached the age of majority in the state in which they reside ("Minor"), the Clearance must be signed by a parent or legal guardian.

Work and Entry must conform to the following Posting Requirements to be eligible:

- The file format of the Work must conform with the requirements for videos and photos uploaded to Instagram, including their respective terms and conditions;
- The Work must also be uploaded to Instagram with the hashtag "#IrisYourHome" and tag @ruggable and @iris.apfel;
- No Work may contain any copyrights, brand name products, brands or trademarks, of any other product or service (including clothing items bearing designer insignia or logos) other than those of Ruggable LLC;
- Works cannot contain copyrighted works created or owned by any person or entity other than entrant and for which entrant has not obtained owner's permission for use through Clearances;
- Works cannot contain any visible phone numbers, website links, street addresses, e-mail addresses or license plate numbers, except for public information of Ruggable LLC;
- Works cannot contain nudity, any depiction of real or simulated sexual acts, violence, and cannot depict or encourage illegal acts, unsafe actions that could result in personal injury or destruction of property, profanities, vulgar language, or behavior that is lewd, obscene or inappropriate for a general audience as determined in the sole discretion of the Sponsor;
- Works may not violate anyone's privacy rights or violate any confidentiality or employment agreement, and cannot defame anyone; and

- Works cannot be derogatory to any person or group of people, to the Sponsor, or to any affiliated entity or person, or be discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference.

Entries which do not conform to these Posting Requirements will be disqualified. The Sponsor further reserves the right, in its sole discretion, at any time during the Contest Period, to disqualify and remove any Entry if it believes that the necessary Clearances have not been obtained. Should any Clearance received not be in a format acceptable to the Sponsor, in its sole discretion, the Sponsor may elect to provide a release form which must be completed and returned prior to the Sponsor's requested date. The Sponsor also reserves the right to disqualify any Entry submitted by an entrant who is not in compliance with these Official Rules or who acts in an unsportsmanlike or disruptive manner, or who has any intent to annoy, abuse, threaten or harass any other person, as determined in the Sponsor's sole discretion. Once an Entry is received it cannot be modified or edited.

Prizes: There shall be one (1) Winner (the "Prize Winner").

The Prize Winner shall receive one (1) Iris Apfel rug of their choice (approximate retail value of \$500) and a poem written by Iris Apfel (the "Prize").

All local, state and federal taxes are the sole responsibility of the Prize Winner. The Prize is not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right in its sole discretion to substitute any prize with another prize of equal or greater value. All decisions by the Sponsor as to the Prize Winner, as well as to all aspects of the Contest, are final and binding.

CONTEST WINNER DETERMINATION: The Prize Winner will be selected based on their ability to best meet the Judging Criteria and the spirit of the Contest.

Each eligible Entry will be judged based on attributes deemed to be relevant by the Sponsor (the "Judging Criteria"), including but not limited to:

- Best in feed Instagram post, Instagram Reel, and/or TikTok post that showcases how you live like Iris. The Prize Winner will be selected by Iris Apfel based on the creativity of the content.

All winners are subject to verification at the sole discretion of the Sponsor, including, without limitation, verification of eligibility, of compliance with these Official Rules, of completion of Clearances or other evidence of compliance with these Official Rules.

Winner Notification: The Prize Winner will be contacted via Instagram within 14 days after the end of the Contest Period and will then be required to submit additional information to verify age and identity. The Prize Winner may also be posted to Instagram or other social media. The Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release ("Release"), and to return it within 14 days of written notification. If the Prize Winner is a Minor, the Release must be signed by the Minor's parent or legal guardian. If the Prize is returned as unclaimed or as undeliverable to a potential winner, or if a potential winner cannot be reached within three (3) calendar days from the first notification attempt, or if a potential winner fails to return any requisite document(s) within the specified time period(s), or if a potential winner is not

in compliance with these Official Rules, then that person shall be disqualified, and, at the Sponsor's sole discretion, the next runner up will be notified. The Prize Winner's entry into the Contest constitutes permission (except where prohibited) for the Sponsor to use that Prize Winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. Additional information about the Prize Winner and parental consents may be required to deliver the prizes and to comply with the relevant local, state, and federal laws.

Ownership of Work: By entering the Contest, Entrant waives all moral rights in any Works on behalf of himself or herself and any Third Party Participants or Identifiable Persons, and grants the Contest Entities the perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, digitize, otherwise use, and permit others to use and perform throughout the world, the Works in any manner, form, or format now or hereinafter created, including the Internet, and for any purpose, including, but not limited to, advertising or promotion of the Contest Entities and of the Contest Entities' goods and services, all without further consent from or payment to entrant, Identifiable Persons, Third Party Participants or any other third parties. The Sponsor reserves the right to post the Works on the its websites, but has no obligation to post or publish a Work, and any such publication or postings will be in the Sponsor's sole discretion. In addition, by submitting a Work, entrants acknowledge that the Contest Entities do not, by acceptance of an Entry, waive any rights to use similar or related ideas that might be contained in a work which was previously known to the Sponsor, developed by their respective employees, or obtained from sources other than entrant, or any rights to use similar or related ideas with no restriction whatsoever or any obligation to entrants or to any Third Party Participants or Identifiable Persons. In the event of any dispute or potential dispute regarding the Entry, Work, entrant, Third Party Participants, Identifiable Persons or any third party, the Entry may be disqualified, in the Sponsor's sole discretion, if the Sponsor has reasonable grounds for suspecting any breach or abuse of these Official Rules or of any third party rights of any person involved in an Entry. The Prize Winner hereby agrees to irrevocably assign, convey and otherwise transfer to the Sponsor and its successors and assigns, any and all rights, title, and interest in perpetuity throughout the world, in and to the Prize Winner's Work, including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights, or "droit moral," and other intellectual property and proprietary rights in the Work, as well as the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Work in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language, throughout the world and in the Sponsor's sole discretion in perpetuity. Without limiting the foregoing, entrant hereby waives and releases the Contest Entities from any and all claims that entrant may now or hereafter have in any jurisdiction based on such "moral rights," "droit moral," or unfair competition with respect to the Contest Entities' exploitation of the Work without further compensation of any kind to the Prize Winner or any third party. The Prize Winners shall execute and deliver such documents as requested by the Sponsor or as may be necessary to vest in the Sponsor the rights and waivers provided in these Official Rules. The Prize Winners agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor or any other person, on the grounds that any use of the Work or any derivative works infringes or violates any of entrant's rights in the Work. Entrants shall not receive any compensation or credit for the Sponsor's use of the Works or Entries other than that disclosed in these Official Rules.

Release and Governing Law: By participating, entrants (and their parents or legal guardians if entrants are Minors) (a) agree to be bound by these Official Rules and by the decisions of the Sponsor which shall be final in all respects; (b) agree that they are bound by the Sponsor's Terms of Service, Privacy Policy, and other website policies and requirements regarding the uploading and posting of their Work; (c) agree that any dispute arising under this Contest will be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules; (d) consent to the jurisdiction and venue of the federal, state, and local courts located in Los Angeles, California; and (e) agree on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties"), to release, defend, and hold harmless the Contest Entities and Instagram, and their respective officers, directors, agents, representatives and employees, and those individuals' respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, causes of action, suits, and liability including, but not limited to, for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, and any costs or expense including, without limitation, any property damage, personal injury, or death which may occur in connection with participation in the Contest and/or acceptance or use or misuse of any awarded prize. The Releasing Parties agree to hold harmless and to indemnify the Released Parties from and against any claims arising out of a breach by entrant of any of the representation and warranties contained in these Official Rules.

Limitation of Liability: The Released Parties shall not be liable for any (i) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or documents, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, disconnections, delays, inability to upload or download or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) injuries, losses or damages of any kind caused by any prize or resulting from the acceptance, possession or use or misuse of such prize, or from participation in the Contest; or (v) printing, human typographical, administrative or technological errors in any materials associated with the Contest. The Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with, this Contest, and reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, computer problem, unauthorized intervention, human error or other error corrupt the administration or security of the Contest. The Sponsor shall not be responsible if the Contest cannot be implemented or if a prize cannot be awarded due to Iris Apfel's death or temporary or permanent disability, illness or injury that would prevent her from being able to substantially contribute to the Prize, acts of God, pandemics, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. The Sponsor makes no representation or guarantee, expressed or implied, in fact or in law, with respect to any prize and specifically disclaims all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resorting to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. ENTRANTS (AND THEIR PARENTS OR LEGAL GUARDIANS IF ENTRANTS ARE MINORS) HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S AND LEGAL FEES, OR TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S AND LEGAL FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Privacy: Any personally identifiable information collected during an entrant's participation in this Contest will be used by the Contest Entities for purposes of the proper administration of the Contest as described in these Official Rules and as set forth in the Sponsor's published privacy policy at <https://ruggable.com/pages/privacy-policy>.

Winners List: Please send a self-addressed, stamped envelope to request the winners list:

Ruggable Contest Winners List

c/o Ruggable LLC

17809 S Broadway Street Gardena, CA 90248

The Contest Entities, the Sponsor and the Released Parties are not affiliated with Instagram. Entrants acknowledge that the Contest is not sponsored, endorsed, administered by, or associated with Instagram.