**The following promotion is intended for viewing in the United States and D.C. only (including territories, possessions, and commonwealths) and will be construed and evaluated according to United States laws. Do not proceed in this site if you are not a legal resident of the U.S. or D.C., [18][[1]](#footnote-1) years or older, and accessing this site in the United States, its territories, possessions, or commonwealths.

Joybird + Atomic Ranch Modernism Week Giveaway**

**OFFICIAL RULES – NO PURCHASE OR ONLINE PURCHASE NECESSARY TO ENTER OR WIN.**

***A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.***

**How to Enter**: Beginning at 9:00 a.m. Pacific Standard Time (“PST”) on February 15, 2018, until 11:59 p.m. PST on February 25, 2018, (the “**Sweepstakes Period**”), you may enter the Joybird + Atomic Ranch Modernism Week Giveaway sweepstakes (the “**Sweepstakes**”) in any of the following ways: (i) online, by visiting the Atomic Ranch website (www.atomic-ranch.com) (the “**Website**”) and submitting a personal e-mail address (limit one (1) online submission, per valid email address, per eligible person). Incorrect, illegible, corrupt, and incomplete entries are void. These official rules are also available at the Website or by writing to Joybird + Atomic Ranch Modernism Week Giveaway Rules Request, 17890 Sky Park Circle, Suite 250, Irvine, CA 92614.

All eligible entries received will be entered in the Grand Prize Drawing. When you enter through the Website, you give consent to receive promotional e-mails and reminders for upcoming promotions for Atomic Ranch and to receive promotional e-mails and reminders for upcoming promotions for Joybird and its affiliates. Consent to receive such e-mails does not improve your chances of winning. Engaged Media, Inc. (“**Sponsor**”), and its affiliates, subsidiaries, parent corporations, advertising and promotion agencies, all local sponsors, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) (collectively, “**Released Parties**”) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in this Sweepstakes; inability to access the Websites; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing, typographical, human or other errors; and any entries which are late, lost, incomplete, delayed, misdirected, stolen, mutilated, inaccurate, illegible or arrive postage due, or any combination thereof. Entries are considered only upon receipt.  Proof of mailing or online submission is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be returned. A purchase will not increase your chance of winning. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.  If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.  You further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived.  You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”  The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Eligibility**: This Sweepstakes is open only to legal residents of the U.S. and its territories, possessions and commonwealths who are 18 years of age or older as of February 15, 2018, except employees and members of their households, whether or not related, and immediate families (spouses, parents, siblings, children and each of their respective spouses regardless of where they reside) of Sponsor, and its respective parent companies, subsidiaries, dealerships, and affiliates, and their advertising and promotion agencies and all local sponsors are not eligible to enter or win a Prize, Sponsor reserves the right to conduct a background check on any potential Prize Winner (as defined below) and reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the prize to such potential Grand Prize Winner might reflect negatively on Sponsor. By entering, all participants and/or entrants agree to release the Released Parties from and against all claims and damages arising in connection with each entrant’s participation and/or entry in the Sweepstakes and/or his/her receipt or use of any element of any Prize awarded in this Sweepstakes including any injury or harm resulting from or any travel or activity related thereto. Any and all warranties and guarantees with respect to any prize element are subject to the respective manufacturer’s terms. This Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and its territories, possessions, and commonwealths and where prohibited by law.

**PRIVACY**Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at www.atomic-ranch.com/privacy. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Released Parties for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

**SOCIAL NETWORK DISCLAIMER**

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. **You understand that you are providing your information to the Sponsor and not to Facebook.** By participating via the Facebook platform, participants are also subject to Facebook’s data policy and terms of use, which can be found at https://www.facebook.com/about/privacy and <https://www.facebook.com/legal/terms/update>.

**How the Prize Winners will be Determined**
One (1) potential prize winner (“**Prize Winner**”) will be chosen by Sponsor in a random drawing from among all eligible entries received during Sweepstakes Period on or about February 26, 2018 (the “**Prize Drawing**”). Sponsor anticipates that the potential Prize Winners will be contacted by e-mail from the email address between February 26, 2018, and March 26, 2018 (subject to change). The Prize Winner may be required to execute an affidavit of eligibility, a non-disclosure agreement, and release of liability and publicity (where permitted by law), and, if so requested, must return the same, fully-executed, within five (5) days of date of issuance of prize notification. If Sponsor is unable to contact a potential Prize Winner within five (5) days of the initial attempt, if the potential Prize Winner fails to return all requested forms fully-executed by the specified date, or if the potential Prize Winner fails to comply with these Official Rules, his/her place as a possible Prize Winner will be forfeited at Sponsor’s discretion, and an alternate Prize Winner shall be selected.

**Prize Terms**: Sponsor’s decisions with respect to the Prize Winner and other matters pertaining to the Sweepstakes shall be final and binding. By entering into the Sweepstakes, each entrant consents to the use by Sponsor and its designees of entrant’s name for advertising and promotional purposes (including Participating Parties’ content) in any and all media (including online announcements) now or hereafter known, throughout the universe in perpetuity without additional compensation, notification or permission, except where prohibited by law.

**General Conditions**: Entry materials that have been tampered with or altered are void. If, in the Sponsor’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bug, unauthorized intervention, fraud, or technical difficulties or other failures compromise, corrupt, or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Website. Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.  In the event of a dispute as to the identity of the potential Grand Prize Winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. “**Authorized account holder**” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational, institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Such Authorized account holder will be required to comply with these Official Rules.

**Grand Prize**: One (1) Prize Winner shall win the Grand Prize, which consists of: a gift card or voucher for Joybird furniture(“**ARV**”): $2,000. All components (as applicable) of the Joybird + Atomic Ranch Modernism Week Giveaway will be selected by Sponsor at its sole discretion. All prizes conveyed hereunder shall be conveyed to the Prize Winner without representations or warranties, express or implied, other than any applicable manufacturers’ warranties.

**General Prize Conditions**: All costs, taxes, fees, and expenses associated with a prize or the acceptance and use of any element of a prize not specifically addressed above are the sole responsibility of the winner. All federal, state, and local taxes on prize are winner’s responsibility. The Prize Winner will be issued a 1099 tax form for the ARV of the prize. The specifics of all aforementioned elements of any prizes in the Sweepstakes shall be solely determined by Sponsor. Some restrictions may apply. Prizes cannot be transferred, substituted or redeemed for cash except at Sponsor’s sole discretion. Sponsor reserves the right to substitute any prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion.

**Disputes/Governing Law**: All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of North Carolina. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts sitting in Durham County, North Carolina, and you expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of North Carolina. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, 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.
 **DISCLAIMER**

**Sponsor makes no representation or warranty as to absolute accuracy of the information contained in this Advertisement / Announcement / Contest. The Sponsor is providing information based upon information it has received by third parties and makes no guaranty or representation of any one or more specific factual data or other quantifiable information. Sponsor recommends any and all persons interested in information not contained in this Advertisement / Announcement / Contest or any questions as to its accuracy be directed by writing to Joybird + Atomic Ranch Modernism Week Giveaway Rules Request, 17890 Sky Park Circle, Suite 250, Irvine, CA 92614. Sponsor assumes no liability for information received by Joybird + Atomic Ranch Modernism Week Giveaway Rules Request, 17890 Sky Park Circle, Suite 250, Irvine, CA 92614.**

**Sponsor**: Engaged Media, Inc., 2327 Englert Drive Suite 100A Durham NC 27713.

1. [↑](#footnote-ref-1)