

The National Sleep Foundation's #BestSleptSelf(ie) Instagram Sweepstakes

Official Rules

No purchase necessary to enter or to win a prize. A purchase will not increase an entrant's chances of winning. All applicable federal, state, local and municipal laws, rules, and regulations apply. Void where prohibited by law. Open only to legal U.S. residents, residing in the 50 United States and District of Columbia, who are 18 years or older as of date of entry. Internet access and an Instagram account are required to enter. By participating, Entrants agree to abide by all terms of these official rules ("Official Rules") and to the decisions of the "Sponsor," National Sleep Foundation, and waive any right to claim ambiguity in the Challenge or these Official Rules. Potential winners will be notified by a private message on Instagram from the Sponsor and are required to respond to the initial prize notification by replying to the Sponsor within one (1) day of notification post.

Information on how to enter and the prize and rules for redeeming the prize form part of the terms and conditions of entry for the Sweepstakes. Participation in the Sweepstakes is deemed to be acceptance of these Official Rules and any other notices referenced herein.

1. **Sponsor:** The Sweepstakes is sponsored by the National Sleep Foundation, with a principal place of business at 1010 N. Glebe Road, Suite 420, Arlington, Virginia 22201.
2. **Sweepstakes Period:** The Sweepstakes begins at 8:00:00 a.m. Eastern Time ("ET") on Sunday, March 13, 2022 and ends at 9:00:00 p.m. ET on Sunday, April 10, 2022 (the "Sweepstakes Period"). The Administrator's clock will be the official timekeeping device for the Sweepstakes.
3. **Eligibility:** Entries can only be submitted by residents of any one (1) of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry and enter using a public (not private) Instagram account ("entrants"). Entrants must live within a 50 mile radius of a Graber dealer; dealers can be found at graberblinds.com/find-an-expert/. Entrants must have the right to submit their entries, whether that depicts themselves, another adult, or a minor. By submitting their entry, entrants are agreeing to these Official Rules on behalf of themselves and any adult or minor child of whom they are submitting photos.

Employees, officers and directors of Sponsor and of Prize Donors, and their respective affiliates, parents, subsidiaries, divisions, and advertising, promotional and judging agencies, and each of their respective immediate family members (spouses, parents, children, and siblings and each of their spouses) and/or those living in the same household of each are not eligible to participate or win. All federal, state and local taxes are the sole responsibility of winner. Void where prohibited by law. Subject to all federal, state and local laws.

4. **Agreement to Official Rules:** By entering, you indicate your full and unconditional agreement to (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **How To Enter:** To participate, an Entrant must: a) become a follower on the Instagram account they are using to enter of the following accounts: @sleepfoundation, @Graber_blinds, @purecare_home, and @soundofsleepofficial (if not one already); and b) publicly post the photo or photos they have chosen as their entry/entries on their Instagram account of their "Best Slept Self™" with the hashtag #BestSleptSelf, demonstrating the renewed 'you' after taking small steps each day and night that make a big difference in your sleep health and show how you are improving your sleep health. Entrants may post unlimited photos using the hashtag #BestSleptSelf for unlimited entries.

If Entrant is a first-time Instagram user, Entrant will be prompted to complete the on-screen Instagram registration form which is free. Instagram registration is a one-time requirement. If Entrant is a returning visitor, Entrant will be prompted to log-in using Entrant's e-mail address and username.

Entrant must be an active holder of a non-private Instagram account to enter this Sweepstakes via Instagram (i.e., you must make sure your profile is set to "public" and not "private").

When you enter, you are providing information to Sponsor. By submitting your Entry you are providing Sponsor the following information to use: Instagram handle and any image you share and any comment you share. By entering on Instagram, you agree that your Entry conforms to the Submission Requirements as defined below ("Submission Requirements") and that Sponsor, in its sole discretion, may disqualify you from the Sweepstakes if it believes that your Entry fails to conform to the Submission Requirements. Entrants must have permission from all individuals that appear in the Entry (if any) to use their name and likeness in the Entry submission and to grant the rights set forth herein.

IMPORTANT NOTE: Standard data and/or other rates apply to participants who submit an Entry via a wireless mobile device. Wireless services providers may charge for airtime and/or data in relation to each submission. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

6. **Release:** PRIZE WINNERS AND ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, AGREE TO RELEASE SPONSOR (THE NATIONAL SLEEP FOUNDATION), INSTAGRAM AND EACH OF THEIR RESPECTIVE AGENCIES, PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, PRIZE DONORS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER, INCLUDING PRODUCT LIABILITY CLAIMS, FOR ANY BODILY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY,

DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRY CREATION, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, IF APPLICABLE OR PARTICIPATION IN THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES OR RELATED ACTIVITY, OR THE RECEIPT, OWNERSHIP OR USE OF PRIZE AWARDED OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OR OFFERING OF ANY PRIZE.

Acceptance of prize constitutes permission for the Released Parties to use winner's name and likeness for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By participating in the Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. You hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents. Entries generated by script or bot are not eligible.

As a condition of entering the Sweepstakes, Entrant agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.

- 7. Submission Requirements.** BY SUBMITTING AN ENTRY, YOU AGREE THAT YOU HAVE THE AUTHORITY TO SUBMIT THE ENTRY, AND THAT THE ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING THE USE OF YOUR ENTRY OR ANY COMPONENT THEREOF. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE INSTAGRAM TERMS OF USE.

By participating in the Sweepstakes, each entrant hereby warrants and represents that any Entry he/she submits: is original to him/her; does not violate any law, statute, ordinance or regulation; is using an account that will need to be made public to see the specific hashtag; will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption, the use of firearms, or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; material promoting violence, bigotry or derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trademarks, brands and/or logos, other than those of Sponsor); conduct or other activities in violation of these Rules; and/or any other comment that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and

absolute discretion.

Providing an Entry submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from the Entry information and photos, and display such Entries in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen and/or remove any Entry. Any Entry that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Entry in order to ensure that the Entry and complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Sweepstakes, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry (and therefore the associated Participant). Sponsor's decisions regarding each Entry are final and binding.

All Participants must have a valid email address. All Entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries forms are eligible. Proof of submission of Entry will not be deemed to be proof of receipt by Sponsor.

8. **Sweepstakes Random Drawing/Odds and Winner Notification:** During the Sweepstakes Period, the Sponsor will select an Entry in a random drawing and check the listed Instagram username to verify the entrant has followed the Sponsor and Prize Donors on Instagram and posted their selected photo with the hashtag #BestSleptSelf. Three (3) winners will be selected on March 19, 2022, April 2, 2022 and on April 10, 2022 at the end of the Sweepstakes Period from among all Entries received at that time. The odds of winning a Sweepstakes Prize depends on the number of eligible Entries received. The random drawing will be conducted by the Sponsor, whose decisions are final on all matters relating to the Sweepstakes. Winners will be notified via a direct message on Instagram and will be required to respond to the initial prize notification by replying to the Sponsor within one (1) day or the prize will be forfeited and a new winner may be chosen. Unclaimed Prizes may go un-awarded.

9. **Prizes and Approximate Retail Values ("ARVs"):** Retail value up to \$4,315 per prize.

Total ARV of all prizes offered is up to \$12,945. Limit one (1) Prize per person. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value in the event the prize (or portion of prize) is unavailable. Please allow 6-8 weeks for the prize to be delivered.

10. **Additional Terms and Limitations:** Proof of sending an Entry or submission will not be deemed to be proof of receipt by Sponsor. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Use of any automatic means to enter the Sweepstakes is prohibited. Normal Internet access and usage charges imposed by Participants' online service may apply. If Participant makes or receives "Instagram notifications" on Participant's mobile phone, standard data usage or messaging rates will apply. In order to participate in the Sweepstakes without receiving "Instagram notifications" on Participant's mobile phone, Participant must deactivate Participant's mobile phone from Participant's Instagram account.

In the event of a dispute as to any Participant, the authorized account holder of the email address used to register with Instagram will be deemed to be the Participant. Potential winner may be required to show proof of being the authorized account holder of the email address/Instagram account associated with the entry. Proof of entering information via the entry site does not constitute proof of delivery or receipt of such information. Sponsor and/or its agencies are not responsible for the failure of any Instagram post to be received by Sponsor including without limitation, whether or not on account of technical problems or congestion on the Internet or at the entry site. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, including but not limited to, a change in Instagram's Terms of Use, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes.

In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the

Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

By participating in the Sweepstakes, Participant agrees to Sponsor's collection and usage of their personal information and acknowledges that they have read and accept Sponsor's privacy policy.

11. **Winner Name:** To obtain the name of the winner, send a self-addressed, stamped envelope to: National Sleep Foundation, c/o Scott Ravin, 1010 N. Glebe Road, Suite 420, Arlington, Virginia 22201.
12. **Prize Donors:** Prize Donors are Graber Binds, PureCare, and Adaptive Sound Technologies, Inc. (ASTI).

As set forth above, Entrants specifically release Sponsor and Prize Donors from any and all liability associated with this Sweepstakes and/or acceptance, use or misuse of the Prize.

Instagram is not a sponsor of this Sweepstakes and is not involved in any way other than as the medium through which this Sweepstakes is conducted.