

# Art Van Furniture Conditional Rebate Offer (*Snowfall*)

## OFFICIAL RULES / TERMS & CONDITIONS OF CONDITIONAL REBATE OFFER

CONDITIONAL REBATE OFFER IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING CONDITIONAL REBATE OFFER IS VALID ONLY TO QUALIFYING CUSTOMERS (AS DEFINED BELOW), AND SHALL ONLY BE AWARDED TO QUALIFYING CUSTOMERS IN THE EVENT OF THE CONDITIONAL REBATE ACTIVATION REQUIREMENTS BEING SUCCESSFULLY ACHIEVED PER REQUIREMENTS BELOW.

**Qualification Period:** Customers may qualify for the conditional rebate offer (as defined in these Official Rules, the “**Conditional Rebate Offer**”) at participating Art Van Furniture locations (the “**Sponsor**”) during normal business hours from 1/4/2019 – 1/7/2019 (the “**Qualification Period**”). The Conditional Rebate Offer is subject to all applicable federal, state and local laws and regulations and is void outside IN, and wherever prohibited or restricted by law.

**Who May Participate:** The Conditional Rebate Offer is open only to legal residents of Indiana, who are 18 years of age or older as of date of qualification. Employees of the Sponsor, Administrator, Art Van Flooring and any of their affiliated companies, franchisees, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and each of their immediate family members or those living in the same household of each are not eligible.

**How to Participate – Qualifying Customers and Qualifying Purchases:** To become a “**Qualifying Customer**”, a customer must make a “**Qualifying Purchase**” with an invoice total of \$999.00 or more (inclusive of sales tax and delivery) during the Qualification Period and sign a Participation Form confirming their participation. A “**Qualifying Purchase**” is the non-cancellable, non-returnable, paid-in-full purchase of one or more Qualifying Products (layaway, phone and online sales are **excluded**) from a participating Art Van Furniture location during the Qualification Period. The participating Art Van Furniture location for this Conditional Rebate Offer is:

Store Location	Address
Art Van Furniture – Fort Wayne	311 Coliseum Blvd, Fort Wayne, IN 46805

As used herein, “**Qualifying Product**” shall mean the purchase of any available product from a participating Art Van Furniture location, including sales tax and delivery charges, excluding layaway, phone and online sales. In the event of a dispute over categorization of Qualifying Product, the final decision in the sole discretion of the Sponsor shall prevail.

Qualifying Customers must have made a binding (non-refundable, non-cancellable, non-returnable) Qualifying Purchase, and completed and executed a binding purchase contract and completed all financial requirements including any down payments and payments due at purchase or delivery. Layaway, phone and online sales are excluded from this Conditional Rebate Offer and are NOT a Qualifying Purchase. Non-qualifying purchases do not qualify for, and will be excluded from this Conditional Rebate Offer. There are no cancellations or returns on eligible merchandise purchased during the Qualification Period.

Each Qualifying Customer will automatically be qualified for this Conditional Rebate Offer, in which a Qualifying Customer will have the opportunity to receive, subject to all the terms and conditions contained in these Official Rules, a **Rebate check in an amount equal to the total sum of his/her full purchase price, including sales tax and delivery charges** (the “**Rebate Amount**”), based upon the Conditional Rebate Offer Activation Requirements being achieved (per requirements below). In the event the Conditional Rebate Offer Activation requirements are not achieved, Qualifying Customers shall NOT receive the Rebate Amount or any other award, refund, rebate or compensation. Recipients of a conditional rebate check, if any, are solely responsible for making their own payments to suppliers of credit, if any. Decisions of the Administrator are final and binding regarding Qualifying Customers, eligible purchase amounts, Conditional Rebate Offer activation requirements, and in all matters relating to this Conditional Rebate Award Offer.

### Conditional Rebate Offer – Activation Requirements

In order for the conditional rebate offer to be activated and the refund amount to be awarded to qualified customers, the **official designated weather measurement station located at Fort Wayne Int'l Airport in Fort Wayne, IN** must record a minimum of 3.0 inches or more of newly fallen snow on the designated snowfall measurement date between the required time period as follows:

- a. **Required Snowfall Amount:** 3.0 or more inches (*newly fallen snow*)
- b. **Measurement Location:** Fort Wayne Int'l Airport – Fort Wayne, IN  
Official National Weather Measurement Station
- c. **Measurement Date:** February 3, 2019
- d. **Measurement Time Period:** 12:00:00am ET – 11:59:59pm ET (**24 hours**)

The minimum amount of required newly fallen snow must occur on the designated measurement date as listed above. The official snowfall measurement amount for this offer will be as recorded at the designated National Weather Measurement station, and as verified and reported by Weather Source, LLC, 1 Stiles Road, Suite 201, Salem, NH 03079, according to the standards of the National Centers for Environmental Information (NCEI).

Only the official snowfall measurement amount recorded and reported at the designated National Weather Measurement station and verified and reported by Weather Source, LLC shall determine the official snowfall measurement amount for this contract, regardless of the actual snowfall measurement amount at any sponsor location or any Qualifying Customer's residence or address.

For the purpose of this conditional rebate offer, the actual snowfall measurement amount recorded and reported at the designated National Weather Measurement station will not be rounded up, and only the actual result will be considered. For example, if the actual snowfall measurement amount reported at the designated National Weather Measurement is 2.97 inches, then the final result will be determined as 2.97 inches (i.e. the actual result would not be rounded up from 2.97 inches to 3.0 inches. *(The tenth of a decimal point will not be considered in determining the results.)*)

In the event the official designated weather measurement station above does not record or post an official snowfall measurement reading within 48 hours after the official measurement, the following alternate weather service (secondary weather measurement) will be used to determine the official snowfall measurement for this offer:

- WeatherWatch Services (<http://weatherwatchservice.com>)

The secondary weather measurement will only be used in the event the designated weather measurement station fails to record or post an official snowfall measurement reading. If the designated weather measurement (*Fort Wayne Int'l Airport – Fort Wayne, IN*) **DOES** record or post an official snowfall measurement reading per the guidelines set forth above, this will be the only official snowfall measurement reading considered for this offer, and the snowfall measurement reading recorded and reported by WeatherWatch Services will NOT be considered for this offer.

**Conditional Rebate Offer Delivery:** In the event that the Conditional Rebate Offer Activation Requirements are met as set forth in these Official Rules, each Qualifying Customer will receive their refund check within approximately 8 – 12 weeks after verification and approval that the conditions of these official rules/terms and conditions have been met. Qualifying Purchases must be paid in full, and not cancelled or returned prior to a Qualifying Customer being eligible to receive their refund check. Qualifying Customers must take delivery of all Qualifying Product before receiving Rebate check.

Rebate award recipient(s), if any, must accept delivery of refund payment from Sponsor at Sponsor location where Qualifying Purchase was made, or as otherwise instructed by Sponsor. Sponsor will designate a date when rebate award will be available (the "**Redemption Date**"), and rebate award recipient must redeem rebate award within 30 days of Redemption Date. Sponsor will notify eligible Rebate award recipient(s), if any, of the Redemption Date by email or phone call using the contact information provided at the time of purchase. Any rebate award not redeemed within 30 days of the Redemption Date will be void. All other costs related to Refund delivery and acceptance are the sole responsibility of each recipient including but not limited to any and all applicable taxes (including local, state and federal income taxes). Conditional rebate award offer is non-transferable. Rebate award recipients may be required to complete and return any necessary documents upon receipt of refund award payment, including a liability/publicity release and/or a W-9 form.

**IMPORTANT: In the event the Conditional Rebate Offer Activation Requirements are not met, then this Conditional Rebate Offer is void, and there will be no rebate, refund or compensation of any kind to any Qualifying Customer.**

**Additional Rules and Restrictions:** By participating in this Conditional Rebate Offer, Qualifying Customers agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this offer. In the event a Qualifying Customer is awarded a Refund, and is later found to be in violation of these rules he/she will be required to forfeit the refund or to reimburse Sponsor for the stated value. Participation constitutes permission for the Sponsor, Administrator and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any Refund.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Conditional Rebate Offer or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to cancel the promotion if any problem corrupts the administration, security or proper operation of the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the program or in the announcement of the rebate winners. By accepting a rebate, Qualifying Customers agree to indemnify and hold harmless the Promotion Entities (collectively "**Releasees**"), from any and all claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this program, or the acceptance, possession or use/misuse of any rebate, or participation in rebate-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any Qualifying Customer or any other person for failure to supply the rebate offer or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised amount of rebates will be awarded for any reason.

**IN CASE OF DISPUTES:** By participating, each Qualifying Customer agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Offer, or any refunds awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Michigan; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this offer, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Offer, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Official Rules:** For a copy of these Conditional Rebate Offer Official Rules/Terms & Conditions, send a self-addressed, stamped envelope to: Art Van Furniture Conditional Rebate Offer – Ft. Wayne, c/o Million Dollar Media, PO Box 278, Woodbridge, NJ 07095. Rules requests must be received by 4/3/2019.

**Sponsor:** This Conditional Rebate Offer is sponsored by Art Van Furniture, 6500 E 14 Mile Road, Warren, MI 48092-1281.

**Administrator:** This Conditional Rebate Offer is being administered by Million Dollar Media, PO Box 278, Woodbridge, New Jersey 07095.

