

Flat Alex Promotion

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. HOW TO ENTER

- a. These rules govern the Flat Alex promotion (the "Promotion") being conducted by Northeast Factory Direct beginning July 2, 2021 and ending on October 31, 2021.
- b. To participate in the Promotion, you may enter via the following method(s): i. locate a Flat Alex at participating locations and follow instructions to enter the Promotion, by tagging @northeastfactorydirect on facebook or instagram. Only one entry per household.
- c. Winners will be randomly selected online for this Promotion upon confirmation of eligibility. One (1) winner will be awarded the prize per month.
- d. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Northeast Factory Direct. Northeast Factory Direct is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological problems.
- e. Entrants must be 21 years or older to participate.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 21+ and who reside in Ohio. Employees of Northeast Factory Direct, its subsidiary and affiliated entities, Northeast Factory Direct's advertising and promotional agencies, its participating sponsors, and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) are ineligible to participate or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. The winner must provide valid government-issued photo identification and provide his or her complete address, date of birth and phone number to claim a prize.
- c. Entrants are required to provide truthful information and Northeast Factory Direct will reject and delete any entry that it discovers to be false or fraudulent. Northeast Factory Direct will disqualify any entry from individuals who do not meet the eligibility requirements.

3. PRIZES

- a. The Prize is one (1) \$500 Gift Card to Northeast Factory Direct awarded each month for the duration of the promotion.
- b. The winner will forfeit any prize or prize certificate not claimed within thirty (30) days of winning.
- c. There is no substitution, transfer or cash equivalent for prizes. The prizes are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Other restrictions may apply.

4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of Northeast Factory Direct management with respect to the Promotion are final.
- b. All monthly winners will be selected on the last day of the month.
- c. Winners will be contacted by someone from Northeast Factory Direct or Northeast Factory Direct's advertising and promotional agency.
- d. Odds of winning a prize depend upon the number of entries received.
- e. The winner must acknowledge being notified of their prize within ten (10) days of winning or the prize will be forfeited, and an alternate winner may be selected by random selection from remaining entries. If a potential winner cannot be contacted within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner.
- b. By participating in the Promotion, the winner agrees to have the winner's name and likeness used in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. By participating in this Promotion, entrants (and any travel companion(s) or guest(s) of winner) agree to release and hold harmless Northeast Factory Direct, Northeast Factory Direct's advertising and promotional agencies, each of their subsidiary and affiliated entities, their respective officers,

shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.

- d. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Northeast Factory Direct that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Northeast Factory Direct reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, Northeast Factory Direct reserves the right to select the winner(s) by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winner(s).
- e. Northeast Factory Direct, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of Northeast Factory Direct's website. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If Northeast Factory Direct makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, Northeast Factory Direct reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- f. Northeast Factory Direct reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement.
- g. Northeast Factory Direct and Northeast Factory Direct's advertising and promotional agencies are not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize.

6. PRIVACY

- a. Administrator & Sponsor: Northeast Factory Direct 3321 W 140th St, Cleveland, OH 44111
- b. Advertiser: Mean Joe Advertising
- c. This Promotion is in no way sponsored by Mean Joe Advertising. You understand that you are providing your information to Northeast Factory Direct and not to Mean Joe Advertising. All inquiries regarding the Promotion should be directed to Northeast Factory Direct and not Mean Joe Advertising.