

## The Best Buy August Open House Events Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING.**

- 1. ELIGIBILITY:** Open and offered only to legal residents of the contiguous 48 United States and the District of Columbia (excluding Alaska, Hawaii and Puerto Rico), who are 18 years of age or older (except residents of Alabama and Nebraska must be 19 years of age or older) at time of entry. Employees, officers and directors of Best Buy Stores, L.P. ("Sponsor"), Gage Marketing Group LLC ("Administrator") and each of their parent entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies, and Web masters and Web suppliers (and each of their respective IRS dependents, immediate family members [children, spouse, parents, siblings, and their respective spouses, regardless of where they reside] and individuals residing in the same household of each, whether or not related) are not eligible to participate. Void in Alaska, Hawaii, Puerto Rico and where prohibited by law. By participating, Entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes.
- 2. ENTRY PERIOD:** The Sweepstakes begins at 11:00:00 a.m. Eastern Time ("ET") on August 17, 2019 and ends at 11:59:59 p.m. Pacific Time ("PT") on August 17, 2019 ("Entry Period").
- 3. HOW TO ENTER:** Go to <https://www.BestBuySweeps.com/OpenHouse/> during the Entry Period and follow the instructions to complete the entry form and confirm your agreement to the full Official Rules. **LIMIT ONE (1) ENTRY PER PERSON.** Any attempt by any person to obtain more than one (1) entry may be disqualified. Administrator's computer is the official clock for the Sweepstakes.
- 4. REPRESENTATION, WARRANTY AND INDEMNIFICATION:** By submitting an Entry, you warrant and represent that you will indemnify and hold harmless the Released Parties (as defined in rule 8) from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, your Entry, or your conduct in creating your Entry or otherwise in connection with this Sweepstakes.
- 5. DRAWING:** Potential prize winners will be selected in a random drawing held on or about August 19, 2019, from among all eligible Entries received. The Administrator, whose decisions are final and binding in all matters relating to the drawing, will conduct the drawing. Odds of winning depend on the number of eligible entries received.

- 6. WINNER NOTIFICATION:** Potential winners will be notified by the Administrator via overnight courier. The potential Grand Prize winner will be required to complete and sign a W-9, a Declaration of Eligibility, a Liability Release and, where lawful, a Publicity Release form within five (5) days of attempted notification. If the potential Grand Prize winner does not return documents in a timely manner, the Grand Prize will be forfeited and awarded to an alternate winner at the Sponsor's sole discretion. In the event a potential winner does not accept the prize, or if prize/prize notification is not deliverable, or a potential winner is ineligible or not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate winner, at the Sponsor's sole discretion. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winners. Unclaimed prizes will not be awarded.
- 7. PRIZES AND VALUES: One (1) Grand Prize:** a Kitchen Makeover awarded as \$5,000 in Best Buy gift cards and one elective (1) Best Buy In-Home Consultation. There is no monetary value to the In-Home Consultation. **Fifty (50) First Prizes:** one (1) \$100 Best Buy gift card. Total Value of all prizes: \$10,000. Gift cards are subject to terms and conditions available at [www.bestbuy.com/gcterms](http://www.bestbuy.com/gcterms). Winners may not substitute, assign or transfer prize, or redeem prize for cash, but Sponsor reserves the right to substitute prize with a prize of equal or greater value should the advertised prize become unavailable for any reason. Each winner is solely responsible for all applicable taxes, insurance, expenses not set forth herein and other expenses which may be required for the enjoyment and use of the prize. Prizes will not be fulfilled outside of the 50 United States, District of Columbia, or Puerto Rico. Limit one (1) prize per person/e-mail address/address.
- 8. CONDITIONS OF PARTICIPATION:** Entrants agree (a) that Sponsor and its parent entity, subsidiaries and affiliated companies, advertising and promotion agencies, any companies who are promotional participants or prize providers, and Web masters and Web suppliers, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties"), will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes related activity, or for any printing, production, technical, typographical, human, or other error in the printing, offering or announcement of any prize; and (b) except where legally prohibited, each winner grants (and agrees to confirm that grant in writing) permission for Sponsor and those acting under its authority to use their name, photograph, voice and/or likeness for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, in perpetuity, without notice, review or approval. By participating in this Sweepstakes, Entrant acknowledges and agrees that Sponsor may collect the personal information submitted by them and use the information pursuant to the Best Buy privacy policy available online at [www.bestbuy.com/privacy](http://www.bestbuy.com/privacy) or by calling 1-888-BEST BUY.

**9. LIMITATIONS ON LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Web site, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Web site. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select winners from all non-suspect, eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In the event of a dispute as to ownership of a winning entry, the owner of the e-mail address associated with the entry will be deemed the winner, subject to compliance with these Official Rules.

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR**

**PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WWW.BESTBUY.COM, OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

- 10. GOVERNING LAW:** Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Entrant and Sponsor, shall be construed and governed by the laws of the state of Minnesota, without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in Minneapolis, Minnesota.
- 11. WIN LIST:** For the names of the winners, mail a self-addressed stamped envelope in a separate first class stamped envelope to: The Best Buy August Open House Events Sweepstakes Winners List Request, Gage, 10000 Highway 55, Minneapolis, MN 55441. Requests must be received by August 31, 2019.
- 12. SPONSOR:** Best Buy Stores, L.P., 7601 Penn Avenue South, Richfield, MN 55423.  
**ADMINISTRATOR:** Gage Marketing Group, LLC, 10000 Highway 55, Minneapolis, MN 55441.