

You Could Win Indulgent Comfort (the “Promotion”)

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION.

A purchase will not improve chances of winning.

CONSUMER DISCLOSURE
You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges or Sponsor (as applicable) regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins 12:01 AM Eastern Time (“ET”) September 1, 2015 and ends 11:59 PM ET November 1, 2015, when all entries must be received (“Promotion Period”).

2. **ELIGIBILITY.** This Promotion is only open to legal residents of the 48 Contiguous United States and District of Columbia who are at least 18 years old as of the date of entry, except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion (including but not limited to Tempur-Pedic International, Inc.), and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 48 Contiguous United States and the District of Columbia, and where prohibited.

3. **HOW TO ENTER.** To enter, visit www.archdigest360.com/stearnsandfoster during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: One entry per person and one entry per e-mail address during the Promotion Period. All entrant information, including e-mail addresses, is subject to the Privacy Policy of the Sponsor.

4. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about November 2, 2015 (the “Drawing Date”). The potential winner will be notified by mail, email and/or telephone. If the potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor or the independent judging agency (as applicable) first tries to notify him/her; (iii) fails to return the Affidavit and Release

as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected.¹ Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the “winner” of the Promotion.

5. **PRIZE DESCRIPTION/APPROXIMATE RETAIL VALUE (“ARV”).** There will be one (1) winner. The prize is one (1) queen-size Stearns & Foster Lux Estate Hybrid mattress (ARV \$2,399) and shipping of the mattress to the winner’s home in the 48 Contiguous United States as indicated on his/her entry. The total approximate retail value of the prize package is \$2,399.

6. **TAXES.** All federal, state and/or local income and other taxes are the winner’s sole responsibility. Winner will be issued an IRS 1099 Tax Form for the value of the prize, with the award of the prize being reported to the Internal Revenue Service.

7. **ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.

8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, Facebook, Instagram, judging organization (if applicable), and any other party associated with the development or administration of this Promotion (including but not limited to Tempur-Pedic International, Inc.), their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Sponsor Entities”), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”). Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor (including but not limited to Tempur-Pedic International, Inc.); (ii) acceptance of prize constitutes a release by winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of prize; (iii) potential winner will be required to sign an affidavit of eligibility (including social security number) and a

liability/publicity release (where lawful); and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. [Fully-executed Affidavit](#) and release must be [received by Sponsor](#) or its agency (as applicable) within five (5) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

10. DISCLAIMERS. (i) Sponsor Entities not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the 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, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor Entities be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRIZE OR ANY COMPONENT OF THE PRIZE. (THE PRECEDING ONLY EXCLUDES TEMPUR-PEDIC INTERNATIONAL, INC. TO THE EXTENT THAT TEMPUR-PEDIC INTERNATIONAL, INC. OFFERS ANY EXPRESS WARRANTY ON ITS STEARNS & FOSTER LUX ESTATE HYBRID MATTRESS, WITH THE OPERATION OF SUCH WARRANTY BEING LIMITED TO ITS TERMS.) (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE,

SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. In addition, such entrant will be disqualified for the Promotion. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

11. **APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in New York, New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **WINNER LIST.** For the name of the winner, send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Winner List, "Win Indulgent Comfort" Architectural Digest, 1 World Trade Center, New York, NY 10007.

13. **SPONSORSHIP.** This Promotion is sponsored by Condé Nast, 1 World Trade Center, New York, NY 10007 (the "Sponsor"). Tempur-Sealy International, Inc. is NOT the sponsor of the Promotion.