“If Denver shuts out Oakland on 09/16/2018” Promotion Rules, Consent and Limitations

I. Eligibility

To qualify for this “If Denver shuts out Oakland on 09/16/2018” promotion (the or this, “promotion”), you, the promotion participant (“you” or “your”), must be a natural person over the age of 18 and a resident of the State of Colorado, affirmatively consent to participate in this promotion, and be eligible to participate in this promotion as provided in these promotion rules and limitations. You are INELIGIBLE to participate in this promotion if at the time of the promotion you have an occupation in or be affiliated with any business that resells major household appliances and/or mattresses. You are responsible for paying all taxes, delivery charges, and other charges/fees associated with your purchase of “Qualified appliances/mattresses,” as defined below and/or the promotion. The promotion is void where prohibited by law.

All current or former employees of A and A Quality Appliance, Inc., immediate family members of current A and A Quality Appliance, Inc. employees, as well as agents, successors and/or assignees of A and A Quality Appliance, Inc., and/or A and A Quality Appliance, Inc.’s affiliates and subsidiaries (collectively “A&A”) and/or any promotional or advertising agency involved with this promotion, including without limitation, North Media, LLC, shall be INELIGIBLE to participate in this promotion.

II. Promotion Details

If the Denver team scores at least one point and beats the Oakland team by any score/points and the Oakland team scores a total of zero points at the end of the televised professional football game to be played in Denver, Colorado at Broncos Stadium at Mile High f/k/a Sports Authority Field at Mile High on 09/16/2018 between the professional Denver football team and the professional Oakland team (the “Game”), i.e., a “Shutout” of the Oakland team by the Denver team, then A&A directly and/or through its agents and/or third-party promotion company, will provide you a rebate payment (or “refund”) of your aggregate total purchase price of your “Qualifying appliances/mattresses,” as defined below, up to but not exceeding Three Thousand Dollars ($3,000.00). A “Shutout” is defined in this promotion as “A televised professional football game in which one team (i.e., the Oakland team) fails to score while the other team (i.e., the Denver team) scores at least one point.” A&A, to include its agent(s) and/or third-party promotion company, is not responsible for any other payment(s) to you and A&A, to include its agent(s) and/or third-party promotion company, shall not incur any other obligation of any kind.

If the Oakland team scores a total of one point or more at the end of the Game, regardless of which of the two teams in the Game wins the Game, then A&A, to include its agent(s) and/or third-party promotion company, does not have any express or implied responsibility, duty, or obligation of any kind, to you with regard to this promotion. In other words, if the Oakland team scores a total of one point or more at the end of the Game, regardless of which of the two teams in the Game wins the Game, then A&A will
NOT refund the amount of your “Qualifying appliance/mattresses,” as defined below, and/or provide you any payment of any kind related to the promotion.

Also, if the Denver team scores zero points and the Oakland team scores zero points or the Denver team and Oakland team ties with any points at the end of the Game, then A&A, to include its agent(s) and/or third-party promotion company, will NOT refund the amount of your “Qualifying appliance/mattresses,” as defined below, and/or provide you any payment of any kind related to the promotion.

Unless the Oakland team is Shutout by the Denver team, as defined herein, at the end of the Game – A&A, to include its agent(s) and/or third-party promotion company, does not have any express or implied responsibility, duty, or obligation of any kind, to refund the amount or any amount of your “Qualifying appliance/mattresses.”

A&A has the sole discretion to determine if you are eligible to participate in this promotion and/or whether you are eligible to receive a rebate payment of your aggregate total purchase price of your “Qualifying appliances/mattresses,” as defined below; A&A’s decision shall be final.

III. Qualifying Purchases

“Qualifying appliances/mattresses” as used herein are defined as any major household appliances and mattresses that:

1. you purchase from an A&A’s retail stores located in Colorado (i.e., A&A “brick-and-mortar” stores --but not including A&A’s Fine Lines f/k/a Contract Appliance stores) only, on or between 12:01 a.m. (Mountain Standard Time) 9/11/2018 and 11:59 p.m. (Mountain Standard Time) 09/15/2018; and

2. you pay A&A the full purchase price on or by 11:59 p.m. (Mountain Standard Time) 09/30/2017; and

3. each “Qualifying appliances/mattresses” you purchase form A&A has a minimum retail price of Four Hundred Seventy Five U.S. Dollars and Zero U.S. Cents ($475.00) but not exceeding a maximum retail price of Three Thousand U.S. Dollars Zero U.S. Cents ($3,000.00) (the calculation of the purchase price totals provided herein excludes taxes, delivery, and/or any other applicable charges/fees. You are solely responsible for paying the said taxes, delivery, and/or any other applicable charges/fees. All other appliance(s), mattress(es) or product(s) purchase(s) you make or made before and/or after the time frame defined in subsection 1 of this section and/or said product(s) purchase(s) do not fall within the purchase price totals provided herein are all specifically excluded from this promotion and such product(s) purchase(s) in no way obligates AF to provide you with a rebate payment or any payment of any kind); and

4. the aggregate total purchase price of all “Qualifying appliances/mattresses” you purchase from A&A within the time frame defined in
subsection 1 of this section, does NOT exceed Three Thousand United States Dollars ($3,000.00). (the calculation of the purchase price totals provided herein excludes taxes, delivery, and/or any other applicable charges/fees. You are solely responsible for paying the said taxes, delivery, and/or any other applicable charges/fees. All other appliance(s), mattress(es) or product(s) purchase(s) you make or made before and/or after the time frame defined in subsection 1 of this section and/or not fall within the purchase price totals provided herein are all specifically excluded from this promotion and such purchase(s) in no way obligates A&A to provide you with a rebate payment or any payment of any kind).

All purchases that do not fit into the definition and/or limitations and/or requirements of subsections 1, 2, 3 and/or 4 of this section are specifically excluded from this promotion All Internet sales and/or sales/purchases of any kind from A&A’s Fine Lines stores are specifically excluded. If you make a Qualifying appliances/mattresses purchase(s) as defined herein, you are entering this promotion (“promotion entry”).

If you are eligible for this promotion and you are entitled to claim a rebate payment for Qualifying appliances/mattresses, you must make the claim for rebate by 11:59 p.m. (Mountain Standard Time) 10/22/2017. Late claims will not be eligible for a rebate.

The Maximum Individual Rebate Value, i.e., the amount A&A and/or its agent(s) are liable for to all entrants under this promotion, is $250,000.00 and the Rebate Expiration Date is 10/19/2018.

IV. No Affiliation with Any Other Entity

This promotion is solely the promotion of A&A and is not sponsored by, endorsed by, or in any way affiliated with the National Football League (“NFL”), any NFL teams/franchises, or any other entity or person. The Denver team referenced in this promotion is the Denver Broncos, an NFL franchise team and the Oakland team referenced in this promotion is the Oakland Raiders, an NFL franchise team – neither of these entities or the NFL are affiliated with A&A and/or this promotion nor do these entities endorse A&A and/or this promotion. A&A, does not own, does not claim, and is not associated with any of the trademarks or other marks or other intellectual property used or owned by the NFL, any NFL teams/franchises, and/or any other entity or person.

VI. Miscellaneous

The terms defined herein in the singular shall have a comparable meaning when used in the plural, and vice versa.

All references to “dollars” or “$” means United States dollars.

Any dispute regarding this promotion, whether you are eligible for this promotion, and/or you qualify for a rebate of your Qualifying appliances/mattresses,” shall be filed in the Colorado state district court for the county of Adams.
VII. **Use of Your Likeness**

Other than what is set forth below, A&A, to include its agent(s) and/or third-party promotion company, is not claiming any ownership rights to your promotion entry. However, by entering your promotion entry you agree and acknowledge that you:

- are consenting and granting to A&A, to include its agent(s) and/or third-party promotion company, an irrevocable, royalty-free, worldwide right and license to use your name and likeness for promotional purposes without further compensation by A&A and/or its agent(s);

- are agreeing to sign any necessary documentation that may be required for A&A, to include its agent(s) and/or third-party promotion company, an irrevocable, to make use of the rights to your name and/or likeness you granted above;

- are allowing and providing consent to A&A and/or its agent(s) to develop, license or commission you, your promotion entry and/or you and/or your likeness and/or materials similar or identical to your promotion entry and/or you and/or your likeness;

- are waiving any claims or rights you may have to your promotion entry and/or you and/or your likeness and/or materials;

- will not receive any compensation or credit for A&A’s and/or its agent(s)’ use of your promotion entry and/or you and/or your name and/or your likeness, other than what is described, if anything, in these Promotion Rules.

Please note that following the end of this promotion your promotion entry and/or you and/or your likeness may be posted on a website or other media selected by A&A, to include its agent(s) and/or third-party promotion company for viewing by visitors to that website or other media. A&A and/or its agent(s) is not responsible for any unauthorized use of your entry by visitors to this website or other media. While A&A and/or its agent(s) reserves these rights, A&A and/or its agent(s) is not obligated to use your promotion entry and/or you and/or your likeness for any purpose.

If you do not want to grant A&A these rights to your entry, do not enter this promotion.