**MYMOHAWK.COM MONTH GIVEAWAY OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**SPONSOR:** This myMohawk.com Month Giveaway Giveaway (“Giveaway”) is sponsored by Mohawk Industries, Inc. (Corporate Communications) (“Sponsor”). Entrants should look solely to Sponsor with any questions, comments or problems related to the Giveaway. Sponsor may be reached by email at [MHK\_communications@mohawkind.com](mailto:MHK_communications@mohawkind.com).

**ELIGIBILITY:** This Giveaway is open only to current employees of Mohawk Industries, Inc. residing in the 50 United States, the District of Columbia, and Canada (excluding Quebec) who are age 18 or older at time of entry. Void where prohibited or restricted by law.

**HOW TO ENTER:**

**a. ONLINE:** Enter the Giveaway during the Giveaway Period by visiting mymohawk.com and following the rules and instructions listed onscreen.

**b. BY MAIL:** To enter by mail, neatly hand print your first and last name, street address (no P.O. Boxes), city, state, zip code, phone number, email address, employee ID number and date of birth (mm/dd/yyyy) on a plain piece of 3”x5” paper. Mail your entry in a business-size envelope (#10) with sufficient postage affixed to: Mohawk Industries, Inc., Attention; Corporate Communications, 508 E. Morris Street, Dalton, GA 30721. Sponsor is not responsible for lost, late, illegible, incomplete, mutilated, misdirected or postage-due entries. Mailed entries must be received by the End Date of the Entry Period (defined below) to be eligible for that Entry Period and, in general, the Giveaway Period.

Entry Limit: Regardless of the method of entry, limit one (1) entry per person for the Giveaway Period. If more than one (1) entry is received from the same person/email address in the Giveaway Period, the additional entries will be invalid.

**ENTRY PERIODS:** The Giveaway begins at 7:00 a.m. Eastern Time (“ET”) on June 3, 2019 and ends at 5:00 p.m. ET on June 28, 2019 (“Giveaway Period”). The Giveaway Period consists of the following entry periods (each an “Entry Period”):

**WEEKLY ENTRY PERIODS**

|  |  |  |  |
| --- | --- | --- | --- |
| Entry Period | Start Date | End Date | Drawing Date |
| 1 | 6/3/2019 (at 7:00 AM ET) | 6/28/2019 (at 4:59:59 PM ET) | 6/28/2019 |
| 2 | 6/7/2019 (at 5:00 PM ET) | 6/14/2019 (at 4:59:59 PM ET) | 6/14/2019 |
| 3 | 6/14/2019 (at 5:00 PM ET) | 6/21/2019 (at 4:59:59 PM ET) | 6/21/2019 |
|  |  |  |  |

Non-winning entries will carry forward into subsequent Entry Period(s). Sponsor's database clock is the official time-keeping device for the Giveaway.

**PRIZES:** Fourteen (14) Prizes in all will be awarded in the following Entry Periods:

|  |  |
| --- | --- |
| Entry Period | Prizes |
| 1 | Three (3) Apple Watches (approximate retail value (“ARV”): $399 each) |
| 2 | Five (5) $50 gift cards (ARV: $50 each) |
| 3 | One (1) YETI cooler (ARV: $200); five (5) YETI tumblers (ARV: $35 each) |
|  |  |

**PRIZE LIMIT**: one (1) prize per person per household. All applicable taxes, fees, and other expenses are the responsibility solely of the winners. Sponsor reserves the right to substitute any prize with a prize of equal or greater value but no other substitution or transfer of a prize is permitted. ALL PRIZES ARE AWARDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR. Sponsor is obligated to award only the prizes stated above. In no event will more than the stated number of prizes be awarded. Unclaimed prizes will not be awarded. The total ARV of all available prizes in the Giveaway is $1,822. Odds of winning: Odds of winning a prize depend upon the number of eligible entries received in the Giveaway Period.

**WINNER SELECTION:** On or about each Drawing Date listed above, the Sponsor or its designated representatives will randomly select potential prize winners from all eligible entries received in the applicable Entry Period and, if applicable, previous Entry Period(s). Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Canadian resident winners must also answer a skill-based question to be administered by the Sponsor at the Sponsor’s discretion.

**WINNER NOTIFICATION:** Winners will be notified by email at the email address provided in the Entry or through their immediate supervisor within approximately three (3) days of each Drawing Date. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner’s failure to adequately monitor any email account. A winner may be disqualified (forfeits prize) if his or her prize, winner notification or other communication is returned as undeliverable, or if winner fails to respond within three (3) business days, in which case Sponsor will select an alternate winner based on the winner selection process described above. If the alternate winner is disqualified, no winner will be awarded for that Drawing Date. Prizes will be mailed to winners at the addresses provided during winner verification/mail-in entry approximately six (6) to eight (8) weeks after verification. Non-winning entrants will not be notified.

**ENTRANT AGREEMENT AND RELEASE**

**a.** All entries become the property of the Sponsor and may be used by the Sponsor and its affiliates, subsidiaries and agencies in promotional activities without compensation to the entrant or acknowledgement. Acceptance of a prize constitutes permission from the winner to the Sponsor and its affiliates, subsidiaries and agencies to use such winner’s name, address, prize and/or likeness for advertising and publicity purposes, without further compensation, except where such use is prohibited by law.

**b.** By entering, each entrant agrees to release, hold harmless and indemnify Sponsor, its parent, subsidiaries, affiliates, directors, officers, employees and agents, their advertising/promotions agencies, and their respective subsidiaries, affiliates, directors, officers, employees, agents and suppliers against any and all liability, damages or causes of action (however named or described) due to any injuries, theft, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, receipt, possession, use or misuse of any prize or participation in any Giveaway-related activity or participation in this Giveaway.

**SOCIAL MEDIA DISCLOSURE STATEMENT**: This promotion is in no way sponsored, endorsed or administered by, or associated with, any social media provider, including, but not limited to, Facebook, Pinterest Google or Instagram. Entrants provide information to Sponsor and not to any social media provider. Winners will be contacted via the information provided when entering the Contest and not via social media. By entering the Contest, Entrant completely releases the social media provider, as applicable, from all responsibility.

**LIMITATION OF LIABILITY:** By participating in this Giveaway, entrants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Giveaway; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Giveaway and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Giveaway Entities are not responsible for any unanswered or undeliverable winner notifications. By entering the Giveaway, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Giveaway; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Giveaway, including, but not limited to, any Giveaway-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Giveaway; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant. If, for any reason, the Giveaway is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Giveaway and/or proceed with the Giveaway, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE PRIZES, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

**DISPUTES:** THIS GIVEAWAY IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN CALHOUN, GORDON COUNTY, GEORGIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN GEORGIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CALHOUN, GORDON COUNTY, GEORGIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR GIVEAWAY ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE GIVEAWAY PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**USE OF PERSONAL INFORMATION:** By entering the Giveaway, you grant Sponsor permission to share your email address and any other personally identifiable information with Sponsor’s representatives and affiliates for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

**GENERAL:** Any attempted form of participation in this Giveaway other than as described herein is void. Sponsor and Sponsor reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Giveaway; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Giveaway. Any attempted form of participation in this Giveaway other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Giveaway will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Sponsor. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such 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 institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Giveaway details contained in these Official Rules and Giveaway details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Giveaway as set forth in these Official Rules shall prevail.

**WINNERS LIST:** Winners' names will be made available upon written request to the Sponsor. To access a Winner List online, visit myMohawk.com. The winner list will be posted after winner confirmation is complete.