

**Marsh Kitchen & Bath**  
**"Your Dream, Our Gift" Contest**

**Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE OR INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. BY ENTERING THIS CONTEST, ENTRANT EXPRESSLY AGREES TO THESE OFFICIAL RULES.**

1. **Eligibility:** The Marsh Kitchen & Bath "Your Dream, Our Gift" Contest (this "Contest") is open only to residents of North Carolina, South Carolina and Virginia who, during the Contest Period (as defined below) (a) are 21 years or older, and (b) own their own residence, **which such residence is located within 70 miles of any of Sponsor's Marsh Kitchen & Bath showrooms located in Greensboro (at 2503 Greengate Drive, Greensboro, NC 27406), Burlington (at 422 Huffman Mill Road, #120, Burlington, NC 27215), Winston-Salem (at 420-D Jonestown Road, Winston-Salem, NC 27104) or Charlotte area (at 4250 Main Street, #100, Harrisburg, NC 28075).** No purchase is necessary to enter this Contest. Employees of the Sponsor (as defined below) or any of its affiliates (including, without limitation, Marsh Kitchen & Bath), or their respective advertising or promotional agencies (collectively with Sponsor, the "Released Parties") and the immediate family members (i.e., spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win this Contest. This Contest is subject to all applicable federal, state and local laws and regulations. Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning a prize under this Contest is contingent upon fulfilling all requirements set forth herein.
2. **Contest and Entry Periods:** This Contest begins at 12:00:01 AM Eastern Time ("ET") on Monday, September 15, 2025, and ends at 11:59:59 PM ET on Monday, November 10, 2025 (the "Contest Period"). The entry period for this Contest begins at 12:00:01 AM ET on Monday, September 15, 2025, and ends at 11:59:59 PM ET on Friday, October 31, 2025 (the "Entry Period")
3. **How to Enter; Entry Requirements:** To enter this Contest, visit [www.marshkb.com/65th-birthday-remodel-contest](http://www.marshkb.com/65th-birthday-remodel-contest) (the "Website") during the Entry Period, fully complete the online official entry form with all information required, and which includes a space to describe your dream kitchen or bathroom in 65 words or less, and upload up to three (3) photos of the kitchen or applicable bathroom in your qualifying residence corresponding to your entry and that you would like to be remodeled. Photo files must be in .jpg, .jpeg, .png, .gif, .webp or .tiff format each having a maximum file size of 10mb. Limit one (1) entry per household.

Each entry will be determined as received according to Sponsor's time clock. Entries must be original and must not contain, display or reference (a) any commercial/corporate advertising, logos, brand names, trademarks or slogans other than those owned by Sponsor; (b) disparaging or defamatory images (including, without limitation, words or symbols that are widely considered offensive or otherwise discriminatory to individuals of a certain race, ethnicity, religion, age, sexual orientation, or socioeconomic group); (c) depictions of dangerous or illegal activity; (d) depictions of indecent behavior or obscenities, including, but not limited to, nudity, or pornography; (e) material or content

that violates, misappropriates, or otherwise infringes another's rights, including, but not limited to, copyright, trademark, patent, contract, privacy, publicity and/or any other intellectual property or proprietary rights; or (f) any images, artwork or depiction that personally identifies any person, or can be used to personally identify any person. Likewise, entries, must not, in whole or in part, be threatening, profane or harassing, portray any of the Released Parties, or any other person or entity, negatively, or be otherwise deemed, in Sponsor's sole discretion, to be inappropriate or demeaning, and all entries must fully comply with these Official Rules. Sponsor may reject and otherwise disqualify any entry that, in its sole discretion, does not comply with any entry requirements or any other section of these Official Rules, whether in whole or in part. In the event of a dispute regarding the identity of the entrant submitting an entry, entrant may be required to provide evidence that the entrant is the authorized account holder of the e-mail address associated with the potentially winning entry and to complete an affidavit and/or any applicable releases.

By submitting an entry and participating in this Contest:

- (a) entrant hereby expressly (i) agrees to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects; (ii) agrees to be contacted by Sponsor by mail, e-mail or telephone; (iii) irrevocably grants to the Released Parties an unconditional, perpetual, worldwide, irrevocable, exclusive, royalty-free, paid-up right and license to copy, post, display, publish, use, transmit, distribute, adapt, edit and/or modify the entry, in whole or in part, including all designs and photographs included with the entry, in any way, in any or all media, for any purpose, without limitation and without consideration to entrant (the "License"); and (iv) agrees that, except where prohibited by law, the Released Parties may publish or incorporate winning entrant's name and/or likeness, address (city and state only), and prize information, in any and all media now existing or hereafter devised for promotional or any other purpose whatsoever, without attribution, notification, compensation or consents; and
- (b) entrant hereby represents and warrants that (1) entrant is the photographer of any photographs used in the entry or has otherwise received all rights, releases and permissions which may be necessary to grant the License from the photographer; and (2) the entry does not violate or infringe any copyright, patent, trademark/trade name, logo, or other intellectual property or proprietary right of any person (including, but not limited to, rights of privacy or publicity or portrayal in a false light) or entity.

ENTRANT ACCEPTS FULL RESPONSIBILITY FOR ALL CONTENT SUBMITTED IN AND WITH ENTRANT'S ENTRY AND HEREBY AGREES TO INDEMNIFY, AND SHALL INDEMNIFY, THE RELEASED PARTIES FOR ANY BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES AND/OR LICENSE GRANTS.

No hand or e-mail deliveries of entries will be accepted. Use of a false e-mail account or otherwise violating these Official Rules will disqualify an entry upon discovery by Sponsor. Any attempt by an individual to enter by using multiple/different identities, or any other entry method other than as described above will disqualify that individual from winning any prize under this Contest. Sponsor is not responsible for technical, hardware or software malfunctions, lost or unavailable Internet or network connections, or failed, incorrect, inaccurate, incomplete, illegible lost, late, misdirected, garbled or delayed entries or uploads or other communications or other technical problems related to this

Contest or any entry, or any other technical problems that may arise in connection with this Contest or the entry process. The use of a false e-mail account, other inaccurate entry information, or scripts or any automated system to enter is strictly prohibited. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of this Contest or the Website, who otherwise violates these Official Rules, or at any time during this Contest acts in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other individual, and reserve the right to seek damages or other remedies to the fullest extent allowed by law. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BY A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY THE ENTRANT AND SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT ALLOWED BY LAW.

4. **When and How the Winner is Chosen:** Promptly after the Entry Period, a qualified judging panel comprised of Sponsor employees will evaluate and judge all eligible entries using the following judging criteria and scoring weights: (1) visual impact (50%) (Do the photos submitted with the entry clearly illustrate the space in need of renovation, and do they help the judging panel visualize and understand the “before” and imagine the “dream” (after) outcome?); (2) storytelling (25%) (Does the written portion of the entry describing the entrant’s dream kitchen or bathroom effectively convey excitement or meaning behind the entrant’s dream?); and (3) alignment (25%) (Does the entire entry reflect the spirit of this Contest and reflect a good fit for showcasing what Marsh Kitchen & Bath does best?). Then, on or around November 10, 2025, after confirming the potentially winning entry that scored the highest from among all eligible entries, and the potential winning entrant’s compliance with all requirements in these Official Rules, Sponsor will announce the winner. After the judging of all eligible entries, in the event of a tie, the entry with the higher score in criterion No. 1 (i.e., visual impact) described above will be deemed the winner from among the tied entries. Prior to the potential winning entry and corresponding winning entrant announcement, the potential winning entrant will be notified by telephone and/or e-mail after the judging process described above, and such potential winning entrant must then execute and return (a) an Affidavit of Eligibility and Liability and Publicity Release, and (b) an IRS Form W-9 (which must include the potential winner’s Social Security Number, which will only be used for the purpose of reporting the verified winner’s earnings from winning the Prize, based on the ARV of the Prize as described below, to the Internal Revenue Service, as required by law) within ten (10) days of notification in order to be considered for the Prize (as defined below). In the event of noncompliance with these requirements, the applicable potential winning entry will be forfeited, the corresponding entrant will be disqualified, and the qualifying entry with the next highest score will become an alternate potential winning entry.
5. **Prize and Approximate Retail Value (“ARV”):** There will be one (1) prize awarded under this Contest to the confirmed winning entrant: \$20,000.00 towards the winner’s kitchen or bathroom remodeling project that utilizes Marsh Kitchen and Bath design, delivery and installation services, and Marsh cabinets (excluding Showplace and NatureKast cabinets and products) and related products, such as hardware, countertops and backsplashes (the “Prize”). The Prize does NOT include any costs relating to the winner’s kitchen or bathroom remodeling project exceeding \$20,000.00, any general contractor costs (including, without limitation, permits), or any plumbing, flooring, electric, or other related costs (such as, for example, necessary for moving walls, etc.). The total ARV of the Prize is \$20,000.00. The Prize will be awarded only if the potential winner fully complies with these Official Rules. The Prize is non-transferable and may not be substituted, except at Sponsor’s sole discretion. Winner may be required to sign a liability

and/or publicity release and W9 tax form (collectively, "Prize Releases") prior to issuance of a prize, at Sponsor's sole discretion and request. The winner must meet the eligibility requirements set forth in Section 1 of these Official Rules.

6. **Claiming the Prize:** Upon winner verification, as a condition of being named the official winner, the potential winner must work with Sponsor staff to set up an on-site check and inspection date and time for the subject kitchen or bathroom remodel project. Further, the winner expressly agrees to permit Sponsor and its agents to photograph, video and otherwise document the winner's kitchen or bathroom remodeling journey, including, without limitation, to take "before" photos and video of the winner's kitchen, bathroom, and other areas of winner's residence, inside and outside, and including the exterior of winner's residence, to photograph and record on video the winner's selection process in Sponsor's showroom(s), to photograph and record on video the entire remodel/destruction/installation process, and to photograph and record on video the "final reveal" of the remodel project and take "after" photos and video of the winner's remodeled kitchen or bathroom. Unless otherwise agreed to in writing by Sponsor, the remodel project must be initiated by no later than May 1, 2026, or the Prize will be forfeited.
7. **Participation Conditions/Release/Consent to Use Likeness:** By participating in this Contest, each entrant hereby expressly agrees to, does, and shall: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, costs, expenses, damages, and liabilities, including, but not limited to, negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a entrant's participation in this Contest, and acceptance or use or misuse the Prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, costs, expenses, damages, and liabilities (including, without limitation, reasonable attorneys' fees) arising out of or relating to entrant's participation in this Contest and/or entrant's acceptance, use or misuse of the Prize; and (d) allow Sponsor's and the Released Parties' use for promotional purposes of his/her likeness, voice and/or address (city/state), as well as all images and video described in Section 6 above, without any additional compensation.
7. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify this Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of this Contest, as determined by Sponsor in its sole discretion. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of these

Official Rules, these Official Rules shall prevail, govern and control, and the discrepancy will be resolved in the Sponsor's sole and absolute discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. **Limitations of Liability; Disputes:** AS A CONDITION OF ENTERING THIS CONTEST, ENTRANT EXPRESSLY AGREES THAT: (A) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' OR OTHER LEGAL FEES), OTHER THAN FOR OUT-OF-POCKET EXPENSES, AND WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (B) ALL CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, BY BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY AND IN ACCORDANCE WITH THE EXPEDITED RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA), WHICH MAY BE FOUND AT [https://www.adr.org/media/yawntdvs/2025\\_consumer\\_arbitration\\_rules.pdf](https://www.adr.org/media/yawntdvs/2025_consumer_arbitration_rules.pdf). IF AAA IS NOT AVAILABLE FOR ANY REASON OR REFUSES TO ADMINISTER THE ARBITRATION, THE PARTIES SHALL MUTUALLY AGREE TO SELECT AN ARBITRATOR UNDER THE RULES OF ANOTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER; (C) AT ENTRANT'S REQUEST, SPONSOR WILL ADVANCE THE COST OF THE INITIAL FEES ASSOCIATED WITH THE ARBITRATION, PENDING THE ARBITRATOR'S DETERMINATION OF ENTRANT'S ABILITY TO PAY AND THE APPROPRIATE DISTRIBUTION OF FEES; (D) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES; (E) ANY ARBITRATION UNDER THIS ARBITRATION CLAUSE SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. 1 ET. SEQ.), AND NOT BY ANY STATE LAW CONCERNING ARBITRATION, EXCLUSIVE OF ANY CONFLICT OR CHOICE OF LAW RULES, AND THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAWS OF THE STATE OF NORTH CAROLINA IN RENDERING AN AWARD; (F) THE PARTIES CONSENT TO EXCLUSIVE PERSONAL JURISDICTION IN NORTH CAROLINA; (G) ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AS A JUDGMENT IN ANY FEDERAL DISTRICT COURT WHERE EITHER THE ENTRANT OR THE SPONSOR RESIDES; AND (H) IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN THE WAIVER OF CLASS ACTION RIGHTS, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINDER SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION RIGHTS IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION CLAUSE SHALL BE UNENFORCEABLE.
9. **Privacy Policy and Data Collection:** Information provided by entrant in connection with this Contest, including, without limitation, on any entry form, is subject to Sponsor's privacy policy located at: <https://marshkb.com/privacy-policy>. By entering this Contest, entrant agrees that Sponsor has the right to contact entrant by phone, direct message, or e-mail accounts provided on the entry form to administer and fulfill this Contest, and/or for marketing and promotion purposes.
10. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of State of North Carolina, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

11. **Contest Winners/Official Rules:** For a copy of these Official Rules, or the name of the Contest winner, send a hand-printed, self-addressed, stamped envelope by May 1, 2026, to: Marsh Kitchen & Bath “Your Dream, Our Gift” Contest Rules/Winner (designate which), 1001 S. Centennial Street, High Point, North Carolina 27260.
12. **Sponsor and Administrator:** Marsh Furniture Company, 1001 S. Centennial Street, High Point, North Carolina 27260.