

**The Kitchen Warehouse
Gourmet Cart Giveaway
Drawing on January 1, 2011 (within 3 days)
Entries until December 31, 2010**

OFFICIAL RULES

1) NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

Participants do not have to purchase any merchandise from The Kitchen Warehouse to participate or to win. Void where prohibited by law. Subject to all federal, state and local laws.

2) CAN I PARTICIPATE? The Kitchen Warehouse *Gourmet Cart Drawing Giveaway* is open to all residents of Los Angeles, Orange, and Ventura Counties, age 18 years or older as of Contest End Date. Employees (their families, and members of their households) of The Kitchen Warehouse its parent, subsidiary and affiliated businesses, the dealers, advertising and promotion agencies of each, are not eligible to win.

3) HOW DO I ENTER?

Visit the Kitchen Warehouse website at www.thekitchenwarehousela.com between start date and end date of sweepstakes.

All entries will be selected from-only one entry per household. Sponsor is not responsible for incorrect, inaccurate, incomplete, or illegible entry of information or for lost, delayed, or misdirected entries. Entries which are incomplete, forged, or otherwise defective or made outside authorized channels will be voided. All entries become the property of Sponsor and will neither be acknowledged nor returned. Sponsor reserves the right, at its sole discretion, to cancel, terminate, or suspend the promotion should an unauthorized intervention or other cause beyond their control affect the administration, proper play, or conduct of the promotion.

4) WHAT CAN I WIN? One (1) Grand Prize. One (1) Grand Prize winner will receive a *gourmet kitchen cart* from The Kitchen Warehouse.

5) HOW DO I WIN? Sweepstakes begins *January 1, 2010* and goes through *December 31, 2010*. The potential winner will be selected in a random drawing, to be held on or about *January 1, 2011*, at the The Kitchen Warehouse on West Washington Blvd. in Los Angeles from among all entries received. By entering, participants release the Kitchen Warehouse, its parent, subsidiary and affiliated businesses, and the officers, directors, employees and agents of each from any and all liability, damages, claims or causes of actions of any kind whatsoever (however names or described) for injuries, damages, or losses to person or property which may be sustained in any connection with the receipt, enjoyment or use of the prize and grant permission to the Kitchen Warehouse, its parent, subsidiary and affiliated businesses, to use their name, age, city and state of residence,

photograph or other likeness for advertising and promotional purposes without additional compensation. By entering this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Kitchen Warehouse, whose decisions regarding all aspects of the Sweepstakes shall be final.

6) WHEN WILL WINNER BE ANNOUNCED? The potential winner will be notified by U.S. mail, email or phone within 3 days of the drawing. If a potential winner declines to accept the prize, or in the event that prize notification cannot be accomplished within 6 days from the first notification attempt, the potential winner will be disqualified, and the sponsor will select an alternate winner.

7) WHAT'S MY CHANCE TO WIN? Odds of winning will be determined by the number of entries received. To learn the winner's identity (available after end date), send a self-addressed, stamped business size envelope to The Kitchen Warehouse Gourmet Cart Drawing 3716 W. Washington Blvd., Los Angeles, CA 90018. All requests for the winner's identity must be received one month after end date of contest.

8) DISPUTE RESOLUTION. Each participant agrees that: 1) any and all disputes, claims, and causes of action arising out of or in connection with this sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; 2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and 3) under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretations and enforceability of these Official Rules, or the rights and obligations of the participants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of state your business resides.

9) DATA PRIVACY. Information participants provide to Sponsor will be used to communicate with participants in relation to this Sweepstakes and in home consultation, as well as to notify participants of other good or services which Sponsor believes they may be interested in. Winner's name, city and state of residence may be posted at the Kitchen Warehouse, its website and advertising materials, along with a photo of The Kitchen Warehouse presenting the prize. Entrants agree to this publicity.

10) WHO IS THE SPONSOR? This promotion is sponsored by The Kitchen Warehouse, 3716 W. Washington Blvd., Los Angeles, CA 90018. Sponsor reserves the right to cancel the Sweepstakes at any time and substitute another promotion in its place.

Sweepstakes participants are hereby authorized to copy these Official Rules on the condition that it will be for the participant's personal use and not for any commercial purpose whatsoever.

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