

west elm

Customer Service

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Terms + Conditions

Welcome to westelm.com/ ("Web Site")! We are part of "Williams-Sonoma, Inc." which includes Williams Sonoma®, Pottery Barn®, pottery barn kids®, Pottery Barn Teen®, west elm®, Rejuvenation® and Mark and Graham®.

Please take a few minutes to review these Terms and Conditions. These Terms and Conditions apply to your access and use of the Web Site and our mobile applications. Your use of our Web Site or our mobile application constitutes your agreement to follow these Terms and Conditions and to be bound by them.

These Terms And Conditions May Change

Williams-Sonoma, Inc. reserves the right to update or modify these Terms and Conditions at any time without prior notice. Those changes will go into effect on the Last Updated Date shown in the revised Terms and Conditions. By continuing to use the Web Site or our mobile applications, you are agreeing to the revised Terms and Conditions. For this reason, we encourage you to review these Terms and Conditions whenever you purchase products from us or use our Web Site or mobile applications.

Eligibility

You must be at least 13 years old to use the Web Site or our mobile applications. If you are under the age of majority in your state of residence (a minor) your parent or legal guardian must agree to these Terms and Conditions on your behalf and you may only access and use the Web Site and our mobile applications with permission from your parent or legal guardian.

Shipping And Processing And In-Store Pick-Up

Our shipping and processing charges are intended to compensate our company for the cost of processing your order, handling and packing the products you purchase and delivering them to you. We encourage you to also review detailed information about our [shipping and processing fees](#).

Some of our stores offer certain in-store pick up options, including paid hold and ship to store services. We will hold your order in the store for 30 days. After 30 days, we will return your item to the store floor or warehouse, as applicable. If you paid for your item by credit card, we will credit the amount of your purchase back to your credit card. If you paid for your purchase by cash or check, we will, at our option, provide you with a check or a store credit for the amount of your purchase.

User Comments

We welcome your comments about our Web Site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively "Comments") sent to our Web Site shall be and remain the exclusive property of Williams-Sonoma, Inc.. Your submission of any such Comments shall constitute an assignment to Williams-Sonoma, Inc. of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Williams-Sonoma, Inc. will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

Acceptable Use

You are responsible for your use of the Web Site and mobile applications, and for any use of the Web Site or

mobile applications made using your account. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Web Site or mobile applications, you may not:

- violate any law or regulation;
- violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Web Site or mobile applications;
- transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- stalk, harass, or harm another individual;
- impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- use any means to scrape or crawl any Web pages contained in the Web Site;
- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Web Site or mobile applications;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Web Site or mobile applications; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

User Content

The Web Site allows you to upload, submit, store, send, or receive content and data ("User Content"). You retain ownership of any intellectual property rights that you hold in that User Content.

When you upload, submit, send, or receive User Content to or through the Web Site, you give us permission to reproduce and use your User Content as follows: you grant to us and those we work with a license to use, host, store, reproduce, modify, create derivative works (such as translations, adaptations, or other changes we make so that User Content works better with the Web Site), publicly perform, publicly display, and distribute your User Content. This license is for the purpose of operating and improving the Web Site, to develop new products and services, and for other Williams-Sonoma, Inc. marketing purposes, including without limitation in catalogs, email and other customer communications, store materials and other marketing. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote Williams-Sonoma, Inc. or the Web Site.. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights under this license anywhere in the world. Lastly, this license is perpetual, meaning that our rights under this license continue even after you stop using the Web Site.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give us the rights described above; and
- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

We may refuse to accept or transmit User Content for any reason. We may remove User Content from the Web Site for any reason.

Copyright Policy

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address.
- A description of the copyrighted work that you claim has been infringed.
- A description of where the alleged infringing material is located.
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Copyright Agent:

Williams-Sonoma, Inc. Legal Department
3250 Van Ness Avenue
San Francisco, CA 94109

Legal@wsgc.com

For clarity, only copyright infringement notices should go to our Copyright Agent. You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If we receive such notification we will be unable to restore the material.

If we do not receive such notification, we may reinstate the material.

Hyperlinks To Other Web Sites

To the extent our Web Site contains hyperlinks to outside services and resources, the availability and content of which Williams-Sonoma, Inc. does not control, any concerns regarding any such service or resource, or any hyperlink thereto, should be directed to the particular outside service or resource.

Disclaimer

THIS WEB SITE AND OUR MOBILE APPLICATIONS, AND ALL CONTENT AVAILABLE ON THIS WEB SITE, OUR MOBILE APPLICATIONS, OR BOTH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE, BY YOUR USE OF THIS WEB SITE OR OUR MOBILE APPLICATIONS, AS APPLICABLE, THAT YOUR USE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE, AND THAT WILLIAMS-SONOMA, INC. AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS ("AFFILIATES") SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS WEB SITE OR OUR MOBILE APPLICATIONS.

IN PARTICULAR AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILLIAMS-SONOMA, INC. AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE WEB SITE OR MOBILE APPLICATIONS, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE WEB SITE OR MOBILE APPLICATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILLIAMS-SONOMA, INC. AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE WEB SITE OR MOBILE APPLICATIONS; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE WEB SITE OR MOBILE APPLICATIONS; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE WEB SITE OR MOBILE APPLICATIONS BY ANY THIRD PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE WEB SITE OR MOBILE APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WILLIAMS-SONOMA, INC. OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THE WEB SITE OR MOBILE APPLICATIONS, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

Product Pricing Information

The prices displayed on our Web Site may differ from prices that are available in stores or in catalogs, and our pricing may differ from store to store. If you are in the U.S. or Canada, Web Site prices will be displayed in U.S. Dollars. Elsewhere, Web Site prices will generally be displayed in the local currency. The prices displayed in our printed catalogs are quoted in U.S. Dollars and are valid and effective only in the U.S.

For full-price products, "Suggested Price" or "Sugg. Price" refers to the manufacturers' suggested retail price. "Our Price" refers to the everyday value price we offer to our customers. For sale products (identified by pricing in red), "Suggested Price" or "Sugg. Price" refers to the most recent selling price. "Sale" refers to the reduced price we are offering to our customers.

Special Offers

Occasionally we will offer special promotions to our customers that we refer to as "special offers" or "special offer". This can include a gift with purchase, free shipping, manufacturer offers, or other promotional activity associated with a product purchase. These offers may be for a limited time only.

Inaccuracy Disclaimer

From time to time there may be information on our Web Site or in our catalog that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Williams-Sonoma, Inc. reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). If you do not wish to continue your purchase after pricing or other information has been corrected, please contact us right away and we will work with you to cancel or return your order.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Williams-Sonoma, Inc. and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms and Conditions by you or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

Arbitration Agreement & Waiver Of Certain Rights

You and Williams-Sonoma, Inc. agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and Williams-Sonoma, Inc. hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and Williams-Sonoma, Inc. relating to these Terms and Conditions or the Web Site or our mobile applications (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Williams-Sonoma, Inc. will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude you or Williams-Sonoma, Inc. from seeking action by federal, state, or local government agencies. You and Williams-Sonoma, Inc. also have the right to bring qualifying claims in small claims court. In addition, you and Williams-Sonoma, Inc. retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms and Conditions, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms and Conditions.

Neither you nor Williams-Sonoma, Inc. may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Williams-Sonoma, Inc.'s individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms and Conditions. This Section of the Terms and Conditions will survive the termination of your relationship with Williams-Sonoma, Inc.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WILLIAMS-SONOMA, INC. WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Other Provisions

Any action relating to the use of the Web Site, mobile applications, catalogs or any transaction with Williams-Sonoma, Inc. must be brought in the state or federal courts located in the County of San Francisco, California. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

If any provision of these Terms and Conditions is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms and Conditions will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms and Conditions, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

Last Updated: March 2016