

OFFICIAL RULES **FOR THE PIKES PEAK ASSOCIATION OF REALTORS®**

2024 Open House Sweepstakes

The Association is the sponsor and will conduct the Sweepstakes substantially as described in these rules, and by participating each participant agrees as follows:

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Unless otherwise specified, only legal U.S. residents who are 18 years of age or older with a valid Social Security number at the time of entry are eligible to participate. Association staff, their immediate families, and those living in their households are not eligible.

3. To enter and be eligible to win the prize in the 2024 Open House Sweepstakes Prize Drawing follow these rules:

- Visit <https://ppar.com> and search for participating open houses scheduled for May 4th and 5th, 2024 using the Open House Search Tool.
- When you find a participating open house you would like to visit, print the “Golden Key” entry form for that open house. (Golden Keys for participating open houses will be available for print from the Open House Listing Detail on ppar.com.)
- Complete the Golden Key entry form for each open house you plan to visit.
- Visit participating open houses during the scheduled time and place your completed Golden Key into the Open House bucket or other container at the corresponding open house. Only one entry per family per open house will be accepted. You may enter multiple times by dropping off multiple completed Golden Key entry forms at multiple participating open houses.
- The REALTOR® members hosting the participating open houses will be asked to return all the Golden Key entries received during the scheduled open house by, Friday, May 10th, 2024 at 4:00 PM MDT, to the Association’s office address set forth at the beginning of these Official Rules.

Golden Key entry forms delivered to open houses at any time other than the time scheduled for the open house are not eligible. Golden Key entry forms not returned to the Association by May 10th, 2024 at 4:00 PM MDT are not eligible. Limit one Golden Key entry form per person per participating open house. Contact information will be used for the purposes of notifying the winner and other Sweepstakes related communications.

4. If, for any reason, the Sweepstakes is not capable of running as planned, including tampering, unauthorized intervention, or fraud beyond the control of the sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Association reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Association is not responsible for mis-delivered, non-delivered or delayed Golden Key entries, lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or other error of any kind whether human, mechanical or electronic, including without limitation problems with or inability to print Golden Key entries. Persons found tampering with or abusing any aspect of this Sweepstakes, as solely

determined by Association, will be disqualified. Any attempt to damage any website of Association, or tamper with or undermine the legitimate operation of the Sweepstakes, is a violation of these Official Rules.

5. Prizes include: \$500 cheque, \$250 cheque, \$100 cheque. Each entrant is eligible to win only one prize in this Sweepstakes. Prizes are non-transferable, no substitution of the prize will be permitted, except that sponsor reserves the right, in its sole discretion, to substitute the prize with either the cash value of the prize that would have been awarded, or a prize of equal or greater value in the event the prize bundle become unavailable for any reason. Chances of winning depend on the number of eligible entries received. Neither the Association nor its subsidiaries, affiliates, members, directors, officers, employees, agents or representatives shall be responsible for the failure of participating sponsors to deliver the prizes or any part thereof.

6. Potential winners will be selected by the Association through a drawing, or as otherwise determined in the Association's sole discretion, on **May 15th, 2024**. Winners will be notified by email or phone. Prizes will be awarded to winners at the office of the Association at 430 N. Tejon St., Colorado Springs, CO 80903. If it is determined that a candidate is not eligible for receipt of a prize, in the Association's sole judgment and discretion, another candidate may be selected for eligibility consultation and this process will continue on until such time as an eligible candidate is found. In the unlikely event that no candidates are found to meet the specifications, then the prize will go un-awarded. In the event of a tie, the winner will be determined by and at the sole discretion of the Association. Winners may be required to sign and return an affidavit of eligibility, a liability release, and, where lawful, publicity release prior to receiving a prize. If the affidavit and release is not signed and returned to sponsor as undeliverable, then an alternative winner will be selected. All prizes will be awarded.

7. Winners, by accepting the prize, agree that the prize is awarded on the condition that Association and its agents, officers, members, directors, representatives, and employees will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from the acceptance, possession, misuse, or use of the prize or participation in the Sweepstakes. Winner further acknowledges that Association has not made nor are in any manner responsible or liable for the warranty, representation, or guarantee, express or implied, in fact or law, relative to the prize including but not limited to, its quality, mechanical condition, or fitness. All prizes are awarded "as is." All entries submitted become the property of Association and will not be acknowledged or returned. By participating, entrants agree to these official rules, and that the decision of the Association is final and binding in all matters relating to the Sweepstakes. Any taxes imposed upon a prize will be the sole responsibility of the winner.

8. All prizes will be awarded at the offices of the Association and must be claimed in person. If prize is unclaimed, ownership of said prize reverts back to the Association to be disposed of at its discretion. The winner then loses all claims and rights to said prize.

9. Winners, where lawful, grant permission for the use of winner's name, voice, city, state and photograph or videotape for advertising and promotional purposes in conjunction with this and similar promotions without additional compensation.

10. All State, Local, Federal and or other taxes or other fees for prizes awarded become the sole responsibility of the winner. An individual may win one (1) prize per year valued at \$501.00 or more. This includes immediate family members and/or household members. All those who win a prize or prizes valued \$600 or more will be issued an IRS Form 1099 to report their winnings.

11. All entrants and winners agree that the Association, their subsidiaries, affiliates, members, directors, officers, employees, agents and representatives shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in (including without limitation traveling

to or attending any open houses), winning, or losing any contest and/or by the use or non-use of any prize received in connection with this contest.

12. Proper identification must be presented by any winner to claim prize. As a condition to receiving the prize, any potential winner must complete and sign a Winner's Affidavit and Release, releasing the Association and its subsidiaries, their affiliates, members, directors, officers, and employees from all liability in connection with winner's participation in the contest, acceptance, and use or non-use of the prize.

13. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of the Association to be used, disposed of or destroyed in their sole discretion.

14. The Association is not responsible for any incorrect or inaccurate information submitted by contest participants or entered by websites users, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Association's website.

15. All entrants and winners agree to give the Association, and their licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish my name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, and winner's voice, recorded or live, for any reason the Association deems necessary without compensation, unless prohibited by law. All winners release, discharge, and agree to save harmless the Association, and its subsidiaries, affiliates, members, directors, officers, employees, agents and representatives from any and all claims they may have against the Association in connection with the taking, production, or the use of winners' name, city of residence, any photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched, or distorted in character or form and without restrictions as to any changes, transformations or alterations, and including winners' voices, recorded or live. All winners further acknowledge that the Association own or will own exclusively any photographs of such winners used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all winners assign all such ownership rights to the Association.

16. By participating in the Association Sweepstakes, each participant agrees to receive email communications from the Association regarding this Association event. Any participant that opts-out of these mailings will also remove themselves from the Sweepstakes. By participating in the Sweepstakes, where allowed by law, participants agree that the Association may disclose personal information obtained from participants in the contest to third parties and use such information for marketing and other purposes.

17. By participating in the Sweepstakes, participants agree to be bound by the decisions of Association personnel. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Association will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the contest and the Association's decisions concerning such disputes shall be final. If the conduct or outcome of the Sweepstakes is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Association, the Association reserves the right to terminate the Sweepstakes, or make such other decisions regarding the administration or outcome as the Association deems appropriate. All decisions will be made by the Association are final. The Association may waive any of these rules in its sole discretion. **ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE THE NORMAL OPERATION OF THE ASSOCIATION SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE**

LEGITIMATE OPERATION OF ASSOCIATION SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ASSOCIATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

18. The Association reserves the right to limit the number of times an individual may enter a sweepstakes or drawing.

19. The Association reserves the right to require participants to be present at drawings in order to win their prize.