

**HER Realtors and Trinity Homes
“Great Home” Giveaway
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW.

The “Great Home” Giveaway (the “Sweepstakes”) is intended for legal residents of Ohio and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not a resident of Ohio at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsors, which are final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

Sponsors/Administrator: The Sweepstakes is sponsored by HER Realtors, 4261 Morse Rd, Gahanna, OH 43230 and Trinity Homes, 2700 East Dublin Granville Rd., Columbus, OH 43231 (the “Sponsors”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

Eligibility: Entrants must be legal residents of Ohio, who are at least 21 years of age or older at the time of entry (“Entrant”). Employees of the Sponsors, IMG, SCA, Ohio State University, and the Administrator, their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Sweepstakes are ineligible to enter or win. Void outside of the state of Ohio or where prohibited/restricted by law.

How to Enter: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on September 1, 2018 and ends at 11:59:59 p.m. ET on November 3, 2018 (“Sweepstakes Period”). The Sponsors’ computer is the official time-keeping device for the Sweepstakes. There are four (4) methods of entry for the Sweepstakes as follows:

1. **1). Online:** Eligible Entrants can enter the Sweepstakes by visiting www.TBD.COM (the “Websites”) and completing the Sweepstakes registration form. The registration form will require an Entrant to enter the following information: first name, last name, mailing address, city, state, zip code, phone number, and e-mail address. All of the aforementioned information fields are required. Incomplete information may result in disqualification of entry. All entries must be received by the Sponsors by 11:59:59 p.m. ET on November 3, 2018 in order to be eligible. By properly completing the Sweepstakes registration form the Entrant will receive one (1) Sweepstakes entry.

2). Event Registration: Eligible Entrants can enter the Sweepstakes at any Trinity Home model or at a community event that HER Realtor or Trinity Homes is participating including her Open House events.

3). Event Registration: Eligible Entrants can enter the Sweepstakes by attending the one of six Ohio State Football games:

- **September 1st Oregon State**
- **September 8th– vs. Rutgers**
- **September 22nd – vs. Tulane**
- **October 6th- vs. Indiana**
- **October 13th -vs. Minnesota**
- **November 3rd – vs. Nebraska**

4). Event Registration: Eligible Entrants can enter the Sweepstakes by attending “The Ohio State Four Miler” on October 28, 2018 at 10:00am and registering at Trinity Homes / HER Realtors Booth.

Limit one (1) entry per person regardless of method of entry. All entries become the property of the Sponsor and will not be returned. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor’s privacy policy, available at <http://www.herrealtors.com/pages/her-realtors-terms-of-use>. By participating in the Sweepstakes and providing your email address, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy.

General Conditions: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor or Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right

at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, with or without notice and, if Sponsor elects not to terminate the Sweepstakes, award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Release and Limitations of Liability: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim, damage, cost, fine, expense, obligation, liability, or cause of action of any kind arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize, including but not limited to the Prizes. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials or accessing any website relate to this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Drawing and Notification: One (1) potential Prize Winner will be selected from among all eligible entries received, in a random drawing by the Administrator, an independent

judging organization, whose decisions are final in all matters relating to this Sweepstakes. The drawing will be completed on or about November 12, 2018. Odds of winning will depend on the total number of eligible entries received. The potential Winners will be notified by the Administrator via telephone, and/or email.

Prizes & Prize Conditions: One Grand Prize Winner, upon the Administrator's confirmation of eligibility, will receive two (2) tickets to the November 24, 2018 Ohio State vs Michigan football game (the "Game"; Ohio Stadium). At a time specified by the Sponsor (either before or during the Game) the winner will participate in a football Target Toss game on the field Ohio Stadium (exact time and location designated by Sponsor). The goal of the Target Toss is to successfully toss the football through the target (the "Goal"). See complete Target Toss game instructions, descriptions, and restrictions below.

Winner will only be allowed one (1) attempt at the Target Toss game. Should the Winner successfully complete the Goal the Winner will receive a new Trinity Home (The Edgewood floor plan) 1800 sf ranch home - 3 Bedrooms, 2 Baths in Turnberry Farms, Pickerington. Approximate Retail Value ("ARV") \$250,000. If the Goal is not completed by the Winner, they will have a choice between Buckeye Fan Cave Basement Makeover ("ARV") \$35,000 (or a cash prize of \$15,000)

Prizes are not exchangeable, transferable, or redeemable for cash. All decisions by Sponsor as to Prize Winners and Prizes are final. No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize with another of equal or greater value.

Additional Target Toss Game Rules & Restrictions: Toss must be from a minimum distance of twenty-five (25) yards, on the fly, through a target opening measuring a maximum of fifteen (15) inches in diameter and placed a minimum of thirty-six (36) inches in height above the playing surface. No part of the contestant's body or clothing may come in contact with the demarcation lines/spots prior to throwing the ball. **Limit one (1) toss.** If the Goal is achieved the game is over and the finalist will be declared the potential winner pending further verifications by the Administrator.

Eligibility Restrictions: The following classes of people are ineligible to participate:

- Current or former professional or semi-professional football or baseball players or coaches (domestic or international).
- Anyone who has played or coached high school or collegiate football or baseball at any level (freshman, junior varsity or varsity for men or women) in the past five years. SCA provides Agreement to Participate forms for your promotion.

There must be a minimum of 250 contestants in the entry pool for a random selection at the promotion location.

The Sponsor reserves the right at its sole discretion to substitute the Prize with another Prize of equal or greater value. By accepting a Prize, the Prize Winners agree to release

and hold harmless the Released Parties, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. Each Prize Winner will be notified by phone, and email, and must sign and return to the Sponsor, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize within three (3) days in order to claim his/her Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if potential Winner cannot be reached within two (2) calendar days from the first notification attempt, if a potential Winner fails to return requisite document within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected for the Prize at that time.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA AND IN PERPETUITY without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating in the Sweepstakes, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

Disputes: By entering the Sweepstakes, Entrants and neighbor designee agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant or neighbor designee be permitted to obtain any award for, and Entrant or neighbor designee hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for 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, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsors or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law the law of Ohio. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of serving Ohio and Entrants and neighbor designee, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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 is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsors' good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

Severability: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

Miscellaneous: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

Winners List: To request the name, city, and state of the Winners, please send a self-addressed, stamped business size envelope, by December 31, 2018, to: ASC/HER/Trinity Homes "Great Home" Giveaway Winners List Request, 300 State Street, Suite 402, Rochester, NY 14614.