

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

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

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, 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 3, 2016 and ends at 11:59:59 p.m. ET on October 29, 2016 (“Sweepstakes Period”). The Sponsors’ computer is the official time-keeping device for the Sweepstakes. There are two (2) methods of entry for the Sweepstakes as follows:

1. **Online:** Eligible Entrants can enter the Sweepstakes by visiting www.HERrealtors.com/TrinityHomeGiveaway (the “Website”) 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, e-mail address and date of birth. All of the aforementioned information fields are required. Incomplete information may result in disqualification of entry. **In addition, Entrants must visit a Trinity Homes model home site (sites listed below)**

and validate their entry with a Trinity Homes representative. All entries must be received by the Sponsors by 11:59:59 p.m. ET on October 29, 2016 in order to be eligible. By properly completing the Sweepstakes registration form the Entrant will receive one (1) Sweepstakes entry.

- 2. Mail-in:** Eligible Entrants also have the option to obtain one (1) Sweepstakes entries via mail by legibly hand-printing, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, and email address, and mailing the card in an envelope, with proper postage affixed, to: "Great Home" Giveaway, 90 Rockwood Place, Rochester, NY 14610. All entries must be postmarked by October 29, 2016, and received by November 3, 2016.

During the Sweepstakes Period, there will be a limit of one (1) entry per person per household regardless of method of entry.

All required information must be provided 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 Sponsors 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 (defined below) are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsors reserve the right to disqualify any person or email address that submits more than maximum allowed entries. All entries become the exclusive property of Sponsors and will not be acknowledged or returned. By participating, you consent for Sponsors to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

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 Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsors reserve 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, without notice and award the Grand Prize (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. Sponsors reserve 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 Sponsors' 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 SPONSORS RESERVE 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 Sponsors to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsors, IMG, Ohio State University, the Administrator, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action 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. 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 Sponsors 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 in 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: First Prize drawings will be conducted by the Administrator whose decisions are final and binding. Three (3) First Prize drawings will be conducted on or about November 10, 2016 (3 First Prize Winners selected). Each potential First Prize Winner will be randomly selected from all eligible entries received throughout the Sweepstakes Period. Odds of winning a First Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential First Prize Winners will be contacted by the Administrator via telephone and/or by email. If a potential First Prize Winner cannot be contacted within three calendar (3) days after the first attempt to contact him/her, the Sponsors may select an alternate potential Winner in his/her place at random from the remaining entries.

Once the First Prize Winners are confirmed and approved, the Administrator will contact the Winners to inform them that they must attend the November 26, 2016 Ohio State University Football Game in Columbus, Ohio and participate for the Grand Prize in a Lucky Key Game. If any of the First Prize Winners cannot attend the Grand Prize Lucky Key game at the time and place identified by the Sponsors, he/she will forfeit the First Prize and the opportunity to win the Grand Prize. Only the First Prize Winners can attend the Grand Prize Lucky Key game (no representatives permitted). The Sponsors will conduct pre-event random drawing to determine the key selection number for each First Prize Winner (*for example – If a First Prize Winner gets selection number 1, they have first choice of which key they would like to try. If a First Prize Winner gets selection number 2, they have second choice of which key they would like to try & etc.*). Of the three (3) keys presented, only one (1) key will unlock the door. If less than three (3) First Prize Winners are present at the Grand Prize Lucky Key game, the appropriate number of keys will be removed. Once each First Prize Winner has selected their key, each First Prize Winner will attempt to open the door with the key they selected (*selection number also represents trial order number*). The First Prize Winner that successful opens the door will win and will be pronounced the potential Grand Prize Winner of the Sweepstakes.

PRIZES: There will be one (1) Grand Prize Winner and three (3) First Prize awarded. The Grand Prize Winner, upon the Administrator's confirmation of eligibility, will receive a choice between the following:

- \$250,000 Trinity Home in an existing Trinity Home subdivision.
- \$165,000 credit amount towards building a Trinity Home in a Trinity Home subdivision throughout Central Ohio. **Note:** This credit must be put into motion within 90 days of accepting the prize.
- \$100,000 cash option that has an approximate retail value ("ARV")

First Prize Winners will receive two (2) tickets to the November 26, 2016 Ohio State University football game ("ARV") TBD. Sponsors will provide a travel stipend if a finalist resides more than 150 miles from Columbus, OH.

No substitution, assignment or transfer of the Prize is permitted, except by Sponsors, who reserve the right to substitute the Prize or any Prize component with another of comparable or greater value.

PRIZE CONDITIONS: By accepting a Prize, the Grand Prize Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. **Note: The Affidavit sent to a potential US Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Grand Prize Winners will each be responsible for all local, state, and federal taxes associated with the receipt of the prize. The Grand Prize Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize and the Winner is solely responsible for all matters relating to the Prize after it is awarded. If a prize or prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached via phone within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) 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, at Sponsors' sole discretion, an alternate Winner may be selected.

ENTRANT'S AGREEMENT: By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsors and the Released Parties (which grant will be confirmed in writing upon Sponsors' request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their 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 PRIZES.

By participating, 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(s). 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(s).

USE OF DATA: 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 or any other applicable contact information, 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.

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.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by November 20, 2016, to: ASC/ "Great Home" Giveaway Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.