



## SHOW YOUR HOME ® SWEEPSTAKES

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**BY ENTERING OR PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT; READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS CONTRACT, DO NOT ENTER OR PARTICIPATE IN THE SWEEPSTAKES.**

**Introduction.** The Show Your Home Sweepstakes (the “**Sweepstakes**”) is sponsored and promoted by Evergreen MoneySource Mortgage Company d/b/a Evergreen Home Loans (Evergreen”). Evergreen’s principal place of business is located at 15405 SE 37th Street, Suite 200, Bellevue, WA 98006. The Sweepstakes is governed by these Official Rules (the “**Official Rules**”). Participation in the Sweepstakes constitutes the entrant’s full and unconditional agreement to and acceptance of, these Official Rules and the decisions of Evergreen, including its interpretation and application of these Official Rules. Evergreen shall be entitled to make all decisions in its sole discretion. Winning a prize is contingent upon timely fulfilling all requirements set forth in these Official Rules. There is no guaranty that you will win anything by entering the Sweepstakes.

**Eligibility.** To be eligible for the Sweepstakes you must be an individual who, at the time of entry into the Sweepstakes, (a) is a legal resident of one of the states in which Evergreen is licensed and operates; i.e., Arizona, California, Idaho, Nevada, Oregon and Washington (“**Eligible States**”), (b) is at least the age of majority in your state of residency, (c) is physically located in one of the Eligible States and (d) has access to the internet and a valid e-mail address. Officers, directors, employees and affiliates of Evergreen and the immediate family members of each and/or those living in the same household (whether legally related or not) of each such officer, director, employee or affiliate are not eligible to enter or win the Sweepstakes. An “**immediate family member**” is defined to mean a spouse, parent, grandparent, child or sibling of the applicable person. **Entries submitted by or on behalf of entrants who do not meet the eligibility requirements are void.** All federal, state, and local laws and regulations apply. The Sweepstakes is void where prohibited by law.

**Sweepstakes Period.** The Sweepstakes begins on the 1st day of June, 2021 and ends on 31st day of May, 2022 (such period of time is the “**Sweepstakes Period**”).

**How to Enter.** You may enter the Sweepstakes by the following means:

**Method of Entry.** During the Sweepstakes Period, a contestant (i) must upload or mail in a photograph or picture of life at their home, with a brief explanation of the reason it is being submitted. (The image can be



of anything, a view, the yard or a favorite spot at their home) (ii) complete the remaining portions of the entry form (by providing legal name, mailing address, telephone number and e-mail address), and (iii) click the "Submit" button. Normal internet access and usage charges by your internet and/or cellular service provider will apply. Entries generated by a script, computer program, robot, macro, or other automated means are void and may be disqualified. Only entries actually received during the Sweepstakes Period are eligible.

Any entries that are incomplete, illegible, corrupted, damaged, destroyed, false, lost, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified, at the Sponsor's sole and absolute discretion. **Limit one (1) entry into the Sweepstakes per person.** All non-winning entries will be submitted for the next month's drawing. Attempts made by the same individual to submit more than the stated number of permitted entries into the Sweepstakes by using multiple or different e-mails, addresses, accounts, or otherwise may be disqualified.

**Winner Selection; Notification.** The potential winners of the Sweepstakes will be selected by monthly random drawings from all eligible entries received in accordance with the Official Rules. The drawings will take place at Evergreen's office on or about the beginning of the first week of June, 2021 and continue monthly on or about the beginning of the first week of each succeeding month through May of 2022 (the "Drawing Dates"). The drawings will be conducted by a representative(s) of Evergreen. Except for winning entrants, all unselected entries will be eligible for and submitted for the drawings in the succeeding months.

If you are a winner in the Sweepstakes, you will be notified within seven (7) business days following the Drawing Date, via phone and/or e-mail at the e-mail address associated with the potential winner's entry into the Sweepstakes. To claim a prize, the potential winner must reply within five (5) business days of such notification. If the potential winner does not respond to the notification e-mail within five (5) business days, or if the notification is rejected, faulty, unclaimed or returned undeliverable (for any reason whatsoever) to such potential winner, the potential winner may be deemed to have forfeited the prize, and Evergreen will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Sweepstakes.

Before awarding a prize, Evergreen may require the potential winner to furnish proof of identification and other proof of eligibility under the Official Rules. The potential winner will be required to execute and return documentation, such as an affidavit of eligibility, a publicity release, a release of liability, a tax acknowledgement form, and other documents, each within the period of time specified by the Sponsor. If a potential winner is found to be ineligible to participate in the Sweepstakes, is found to be in violation of the Official Rules, fails or refuses to execute and return any documentation required by Evergreen within the time period specified or declines a prize for any reason, such potential winner may be deemed to have forfeited the prize. Under any of these scenarios, Evergreen will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Sweepstakes.



If, for any reason, more than one person claims to be the bona fide winner of a particular prize, or more prizes are claimed than are intended to be awarded in the Sweepstakes, Evergreen may, by a random drawing among all persons making purportedly valid claims for such prize(s), determine the winner of the prize. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the stated number of prizes for the Sweepstakes be awarded.

The prize will be shipped by Evergreen to the winner via U.S. Mail or other courier. Winners will be responsible for providing or confirming a valid U.S. shipping address prior to their prize being shipped. Once a prize is shipped, the Sponsor is not responsible for any prize that is lost, stolen, mutilated, destroyed, misdirected, or undelivered for any reason.

**Prize.** Each winner will be awarded five thousand dollars (\$5,000). The prize is non-transferable and non-assignable. If the prize is unclaimed, it will be forfeited. The time frame in which the prize must be claimed will be included in the notice of award. If legitimately claimed, the prize will be awarded.

**Odds of Winning.** Odds of winning will depend upon the total number of eligible entries received for the Sweepstakes. There will be twelve (12) winners, one per each monthly drawing.

**Taxes, Fees and Expenses.** The prize winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. The value of the prize awarded to a winner will be reported for tax purposes, as required by law. A winner will be required to submit his/her social security number or taxpayer ID to the Sponsor in order to claim a prize. An IRS Form 1099 will be issued in the name of a winner. If a winner does not provide his/her social security number or taxpayer ID as requested by the Sponsor, the winner will no longer be eligible to receive the prize and the prize will be forfeited. Prizes of \$5,000 are subject to 25% federal tax withholding and may be subject to additional state tax withholding depending on the winner's place of residence.

**Publicity Release.** Subject to applicable law, any contestant, regardless of whether they win, irrevocably grants to Evergreen and its officers, managers, owners, employees, owners, agents, affiliates, and representatives the right and permission to use pictures or any other submitted materials, his/her name, voice, likeness and/or biographical material for any lawful purpose, including without limitation, for advertising, promotions, and publicity. Further, it may be used in all forms of media and by all manners and on and in connection with related products, services, advertising and promotional materials, worldwide, in perpetuity, without any additional consideration, royalty, obligation or notice.

**Use of Personal Data; Consent to Promotional Material.** By providing your e-mail address, you consent to Evergreen sending to your e-mail address promotional content including, but not limited to, information concerning Evergreen and its products, services, and special offers. If you do not wish to receive these e-mails, you may "opt out" by following the instructions on an e-mail that you receive. If you "opt out" of receiving e-mails, it will not affect your eligibility to participate in the Sweepstakes. Please note, however, that if you "opt-out" of receiving e-mails, Evergreen may still contact you via e-mail concerning the



Sweepstakes including notifying you if you are a potential winner of a prize. Evergreen will collect personal data about entrants in accordance with its privacy policy, State and Federal law. By entering the Sweepstakes, you agree to Evergreen's collection and usage of your personal information in accordance with such privacy policy. Further, you represent and warrant that you have full ownership rights and are authorized to submit and assign to Evergreen any photograph, image or other material provided for the Sweepstakes.

**Tampering with Sweepstakes.** Evergreen is not responsible for the actions of any and all entrants in connection with the Sweepstakes, including, without limitation, any entrant's attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found cheating, tampering with or abusing any aspect of the Sweepstakes, or whom Evergreen believes to be causing malfunction, error, disruption or damage may be disqualified.

**ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Evergreen reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of the Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

**Suspension, Modification or Termination of Sweepstakes.** Evergreen further reserves the right to, in its sole and absolute discretion, modify, suspend, or terminate the Sweepstakes and rescind any prize if, in its sole and absolute discretion, it determines that the Sweepstakes cannot be operated as planned, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally, by any person whether or not an entrant in the Sweepstakes.

**Disclaimers and Releases.** By participating in the Sweepstakes, entrants agree to defend, release, discharge and hold Evergreen harmless from and against any and all claims, liabilities, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any prize (including, without limitation, losses, damages or injuries to entrants' or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human, computer or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize).



Without limiting the generality of the foregoing, entrants agree that Evergreen: (a) has neither made, nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to any prize; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Evergreen, and (ii) by any cause, condition or event whatsoever beyond Evergreen's control.

Each entrant further agrees to defend, indemnify and hold Evergreen harmless from and against any and all liability resulting or arising from the Sweepstakes or the award of any prizes, and to release all rights to bring any claim, action or proceeding against the Sweepstakes Parties and hereby acknowledges that Evergreen has neither made, nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize. Evergreen is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations of entrants, the Sponsor or the Sweepstakes Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**LIMITATION OF LIABILITY.** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00);(2) IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET



EXPENSES NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**Dispute Resolution and No Class Relief.** Except with respect to the protection and enforcement of the intellectual property rights of the Sweepstakes Parties and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the Official Rules or the Sweepstakes shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Seattle, Washington pursuant to the Federal Arbitration Act, State law concerning arbitration shall not apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award.

Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section, shall be filed and adjudicated in a state or federal court in King County, Washington, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, will be resolved individually, without resort to any form of class action.

**Social Media Disclaimer.** Although the Sweepstakes may be advertised on Evergreen's Facebook page, Instagram page, Twitter page or other social media page, the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, Twitter or such other social media provider. Entrants into the Sweepstakes are providing their information to Evergreen and not to Facebook, Instagram, Twitter or other social media provider. By entering the Sweepstakes, entrants provide a complete release of Facebook, Instagram, Twitter and any other social media provider used by Evergreen from any and all responsibilities implied or provided by the Sponsor and acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or other social media provider.

**E-mail Accounts.** If there is a dispute concerning the identity of an entrant, only the entry of the authorized subscriber of the e-mail account used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is the natural person who is assigned an e-mail



address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail address.

**Winners' List.** You may obtain a list of winners of the Sweepstakes by emailing: [marketingdepartment@evergreenhomeloans.com](mailto:marketingdepartment@evergreenhomeloans.com)