



PAINTED PRAIRIE

Broker Appreciation Month Contest Rules

March 2024

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Eligibility

Painted Prairie Giveaway (the "Contest") is open to legal residents who are real estate brokers in the state of Colorado who are at least eighteen (18) years old at the time of entry. Employees of Painted Prairie and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations. Eligible participants must have an active account on the Painted Prairie mobile app (accessible at <https://lifeatpaintedprairie.com/app>) and must also be registered as a Broker within the app.

Sponsor

The Contest is sponsored by Painted Prairie Owner, LLC, located at Painted Prairie Owner LLC, 5750 DTC Pkwy #210, Greenwood Village, CO 80111.

Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

Contest Period

The Contest periods begins at 12:00 AM on March 1, 2024 and ends 11:59 PM on March 31, 2024 (the "Contest Period"). Submissions will be accepted for the duration of the Contest using any of the following methods: 1) Painted Prairie "APP": <https://lifeatpaintedprairie.com/app> and/or 2) having a registered client go under contract with one of Painted Prairie's Home Builder partners.

How to Enter

There are three different ways to accumulate entries in the Contest:

MODEL HOME CHECK-IN: Eligible participants may check in on the Painted Prairie app and enter the specific builder code on display at each of the seven (7) sales offices model homes at



Painted Prairie—Berkeley Homes, David Weekly Homes, KB Home Single Family, KB Home Paired Villas, Meritage Homes, New Home Co., and Remington Homes.

Participants may visit *Check In to Models or Events* from the menu in the APP and follow prompts accordingly.

Participants must be present and on-site to check in.

A maximum of three (3) entries per participating sales center model homes will be counted for each participant during the Contest period.

REGISTER A CLIENT THROUGH THE APP:

Participants may earn an entry by registering a client with a builder through the Painted Prairie APP: One (1) entry per registered client.

To register a client, Participants may visit *REGISTER YOUR CLIENTS* from the menu in the APP and follow prompts accordingly.

Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

Participants may receive up to one (1) entry per registered client.

NEW SALE:

Participants may earn five (5) entries by having a registered client go under contract with one of Painted Prairie's builders during the Contest period. Participants may receive up to five (5) entries per contract.

Prize Drawing

The Sponsor will select potential "prize" winners in random drawings from among all eligible entries received approximately fifteen (15) days from the end of the Contest period. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email provided when registering for the Painted Prairie APP. If the potential winner cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

Winner Notification

The potential winners will be notified by email or phone. Each potential Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to electronically acknowledge notification within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to acknowledge the contact within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is not 18 years of age, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to electronically acknowledge notification on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will



award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled no more than four (4) weeks after the conclusion of the Contest.

Prizes

The prize for the Contest is a \$1,000 travel gift card from Painted Prairie. The non-transferable prize may not be substituted or redeemed for cash.

General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person 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 Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including without limitation errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the



application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Colorado, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Colorado.

Privacy

Information collected from entrants is subject to sponsor's [privacy policy](https://lifeatpaintedprairie.com/privacy-policy/) (<https://lifeatpaintedprairie.com/privacy-policy/>).