Homes.com® Facebook® Fan Page Home for the Holidays Sweepstakes

## How to play

1) Visit the Homes.com Facebook<sup>®</sup> Fan Page and press the "like" button. You must be logged into Facebook in order to "like" the page.

2) One (1) grand prize winner will be randomly selected from the total list of all Facebook users who have "liked" the Homes.com Facebook Fan Page here: http://www.facebook.com/homesdotcom and submitted an entry form between December 3, 2012, 11:59 a.m. EST and December 14, 2012, 11:59 p.m. EST. The lucky grand prize winner will receive \$1,500. Good luck!

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## **Official Rules**

## Sponsor: Homes.com

Please read these Official Rules before entering this Promotion (the "Promotion"). By participating in the Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THISPROMOTION.

1. Eligibility. The Promotion is open only to legal residents of the 50 United States or District of Columbia, age 18 or older (or the age of majority in entrant's state of residence), who have a user account on Facebook. You must be a fan of Homes.com on Facebook upon entering the Promotion, and at the time of the drawing, and if asked, you are to provide an affidavit of eligibility following the drawing. If you do not meet any of these requirements or any other eligibility requirements in these Official Rules, you are not eligible to win a prize, and Homes.com ("Sponsor") reserves the right not to award prizes to you. Employees and their immediate family (parent, child, sibling and spouse of each) and individuals residing in the same household (whether or not related) of Homes.com® ("Sponsor"), United Advertising Publications, Inc., or Dominion Enterprises, and any of their affiliates, subsidiaries, advertising and promotion agencies, and all other entities or individuals associated with the development, administration, or fulfillment of the Promotion (collectively, the "Entities") are not eligible to win. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

2. Promotion Period. The Promotion starts at 11:59 a.m. (all times Eastern Standard Time) on December 3, 2012 and ends at 11:59 pm. on December 14, 2012 (the "Promotion Period"). All entries must be received during the Promotion Period to be eligible to win a prize. Entries received after December 14, 2012 will be disqualified.

3. How to Enter. From time to time during the Promotion Period, the Sponsor will announce on http://blog.homes.com and/or http://www.facebook.com/homesdotcom (each, individually, an "Entry Site") that individuals who are fans of Homes.com on Facebook can enter the Promotion. To enter at any time during the Promotion Period, visit Homes.com's Facebook Fan Page (http://www.facebook.com/homesdotcom) become a fan and submit an entry form. Only one (1) entry per person during the Promotion Period. Entries become the property of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to enter will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

4. Prize: One (1) grand prize winner will receive one thousand five hundred dollars (\$1,500.00). Odds of winning depend on number of eligible entries received.

5. Random Drawing: One grand prize winner will be selected by random drawing and will be announced by name only beginning December 17 and ending approximately December 31, 2012. The grand prize winner will be announced by December 17, 2012 and will be notified by email, Facebook, or other available communication platform by the following day after the relevant drawing. All prizes will be awarded within thirty (30) days after winner verification. If a prize notification is returned as undeliverable or if the winner does not respond to the notification within seven (7) calendar days, it will result in disqualification, and the prize will be awarded to an alternate winner in a separate random drawing for the grand prize. The prize winners may be required to execute an affidavit of eligibility and liability/publicity release within seven (7) days following the date of attempted notification. Prizes are not assignable or transferable, except to a surviving spouse.

The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), except that the prize will be subject to its manufacturer's standard warranty (if any). No substitutions or exchanges (including for cash) of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value. Winner is responsible for all federal, state, local, sales and income taxes associated with receipt and/or use of any prize. Entry and acceptance of any prize constitutes permission to use winner's name, prize won, business affiliation, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law. Unless prohibited by law, winner will be required to sign and return an affidavit of eligibility, liability release, publicity release, tax forms, and other reasonable documentation provided by Sponsor before being awarded a prize. If winner does not execute such documentation upon request, their prize will be forfeited and the prize will be awarded to an alternate winner. All prizes are guaranteed to be awarded.

6. General: This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Sponsor and/or Facebook will not be responsible for late, lost, illegible, incomplete, damaged or misdirected entries and accepts no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in the Promotion. By entering the Promotion, each entrant agrees to these Official Rules and waives and releases Sponsor and Sponsor's parents, subsidiaries, and affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each, from, all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, miss-delivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Sponsor reserves the right to amend these Official Rules or to terminate this Promotion. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. Sponsor is not responsible for any typographical or other error in the printing of any Promotion materials, administration of the Promotion or in the announcement of any prize. The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the Commonwealth of Virginia. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects.

7. PRIVACY AND PUBLICITY: By entering, you may be contacted by Sponsor with future promotional offers. Sponsor will collect personal information from Entrants, and this information may be used for the purposes of administering the Promotion, publicizing the Promotion, and other promotional purposes that benefit the Sponsor. You are providing your information to Sponsor and not to Facebook. Unless prohibited by law, participation in the Promotion constitutes each Entrant's consent for Sponsor to use the Entrant's name (or username), age, hometown, and state of residence for Promotion or promotional purposes in any media now known or later developed, without payment or consideration to the Entrant. If you do not wish to receive future offers, notices or other mailings from sponsor, please complete the form at: http://www.dominionenterprises.com/main/do/DE\_Email\_Opt\_Out\_Form. Be sure to provide your name, email and specific information about the website or subscription(s) that you no longer wish to receive. Please allow a few days for your request to be processed. If you "opt out" of receiving further promotional materials or notices, the only communications you will receive from us will be about transactions that you initiate. By opting-out, residual information may nonetheless remain in our database and other records, which may not be permanently deleted. Sponsor is committed to protecting personal information they collect about you. Information collected from Participants is subject to Sponsor's Privacy Policy: <u>http://www.dominionenterprises.com/main/do/Privacy\_Policy</u>

**8. LIMITATIONS OF LIABILITY.** Neither Sponsor nor any other Releasee shall be responsible for nonconforming, lost, late, stolen, misdirected, illegible, or incomplete entries. Neither Sponsor nor any other Releasee shall be responsible for any incorrect or inaccurate information, whether caused by Sponsor, Releasees, Entrants, tampering, or by any of the equipment or programming associated with or utilized in the Promotion, and neither Sponsor nor any Releasee shall assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Sweepstakes, or for any damage to the Entrant's computer related to or resulting from participating in the Promotion. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual found to be tampering with the entry process, the voting process, or the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner; or with intent or apparent intent to annoy, abuse, threaten, embarrass, harm, or harass, in any way, any other person. If for any reason the Promotion is not capable of running as planned by reason of, but not limited to, business or market circumstances, force majeure, public health concerns, tampering, unauthorized intervention, actions by entrants, fraud, or any other causes which, Sponsor in its sole and absolute discretion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify, or suspend the Promotion or any portion thereof by posting a notice on the websites. If the Promotion or any portion of the Promotion is terminated before the end of the Promotion Period or the Voting Period, Sponsor will select winner from all eligible entries received as of the termination date of the Promotion.

Participant agrees that Facebook and/or Twitter, Sponsor and its agencies and each party's respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnities") will have no liability or responsibility for any claim arising in connection with participation in the Promotion or the awarding of prizes. Winners hereby release and hold harmless Indemnities from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted against any of the Indemnities due to or arising out acceptance or use of any prize, or use of Participants name, likeness or photograph. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the promotion is in violation of criminal and civil laws, and should any such attempt be made, sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

This Promotion will be administered in the State of Virginia, and by participating, all Entrants hereby agree that the laws of the State of Virginia will apply exclusively to the Promotion and that any dispute with respect to this Promotion will be resolved in either the federal or state courts located in the State of Virginia.

**7. Winner List; Rules Request:** For a winner list, visit http://blog.homes.com/category/contests/ or send a self-addressed, stamped, business-size envelope after December 3, 2012 to Sponsor at the address listed below, Attn: Sweepstakes Rules Request (Gillian Luce). Residents of WA and VT may omit return postage. Sponsor: Homes.com 150 Granby Street, 16th Floor, Norfolk, VA 23510.