

**BERKSHIRE HATHAWAY HOMESERVICES PREFERRED REAL ESTATE KICKOFF KID SWEEPSTAKES OFFICIAL RULES – AUBURN UNIVERSITY NO PURCHASE**

**NECESSARY.** A purchase will not increase your odds of winning. Odds of winning will be based on the number of eligible entries received. Void wherever prohibited by law. Sweepstakes begins 12:00 AM CST, August 1, 2019 and ends 11:59 PM CST, November 23, 2019 (“Promotion Period”).

**ELIGIBILITY:** BHHS Preferred Real Estate Kickoff Kid Sweepstakes (“Sweepstakes”) is open to legal residents of the United States, age 5-12 years as of August 1, 2019. Employees of Berkshire Hathaway HomeServices Preferred Real Estate (“BHHS”) or Auburn University (“AU”) and their respective parents, divisions, affiliates, subsidiaries, promotional or marketing agencies, and their immediate family members (parent, child, sibling and spouse) and persons living in the same households of each such employee (whether related or not) are not eligible.

**HOW TO ENTER:** To participate in the Sweepstakes, an eligible child must have a parent or legal guardian register him or her for the Sweepstakes on the Internet at [BHHSPreferredAuburn.com/KickoffKid](http://BHHSPreferredAuburn.com/KickoffKid) or [AuburnKickoffKid.com](http://AuburnKickoffKid.com). Limit one entry per eligible child.

**PRIZES:** The Sweepstakes will award one prize package for each of the seven (7) home football games for the Auburn University 2019 regular-season. There will be a total of seven (7) prizes given away during this Promotion Period. The winning entry will receive the following prize package: Four (4) tickets to an AU regular season home football game; the opportunity to participate in retrieving the kicking tee from the field for one (1) kickoff during the game; four (4) pre-game hospitality passes; T-shirt; and videoboard recognition.

**WINNER SELECTION AND NOTIFICATION:** One winner will be randomly selected approximately 5-10 days prior to each of the AU regular season home football games. The parent(s) or legal guardian(s) of the winner will be notified by telephone and/or email. If any winner cannot be contacted within 48 hours of the first notification attempt, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The winner must be available for the game date and time awarded and is responsible for transportation to and from the game. If the winner is not available, such prize will be forfeited and the entry will be

automatically entered into remaining drawings. Non-winning entries from each drawing will be automatically entered into the next drawing. Winning entrants are not eligible for subsequent drawings. The odds of winning will depend on the total number of eligible entries received prior to that drawing.

**IMPORTANT NOTICES:** If the event is delayed, postponed, or cancelled for any reason, the winner will not be reimbursed for the prize. Prizes are subject to standard rain-check policies and procedures. No substitution of prize will be offered, no transfer of prize to a third party is permitted and prizes may not be redeemed for cash value, except as determined by BHHS management in its sole discretion. All drawings will be administered under the supervision of BHHS, whose decisions are final and binding. Winner agrees to wear official contest t-shirt and/or other clothing and accessories during their time on the field and retrieving the tee. By accepting the prize package, the parent(s) or legal guardian(s) of each winner agrees to hold BHHS and AU, and their respective directors, officers, employees and assigns, harmless against any and all claims and liability for any injury or damage caused, claimed to be caused by, or arising out of, participation in the Sweepstakes or the receipt or use of the prizes. Limit one entry per child for the entire Promotion Period. By entering this Sweepstakes, the parent(s) or legal guardian(s) acknowledges compliance with these official rules including all eligibility requirements. BHHS and AU are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes, and are not responsible for failures in technology such as, but not limited to: technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any website or online service, or any other error or malfunction, or late, lost, incorrect or inaccurate transcription of entry information, or for any human error, or misdirected entries. BHHS and AU reserve the right, at their sole discretion, to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of this Sweepstakes or the Sweepstakes website; violates the official rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: any attempt by a contestant or any other individual to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is

a violation of criminal and civil laws and should such an attempt be made, BHHS reserves the right to seek damages from any such contestant to the fullest extent permitted by law.

**PRIVACY:** Any information collected by registering to enter the Sweepstakes shall be used only in a manner consistent with these Official Sweepstakes Rules or as otherwise agreed to by the person registering an eligible child. Except where prohibited, participation in the Promotion and/or acceptance of any prize constitutes winner's and guest consent to Sponsor's use of name, likeness, photograph, voice, opinions, any statement made, and/or hometown and state, for promotional or advertising purposes in any media, worldwide and in perpetuity, without further notice, payment, or consideration. BHHS respects the privacy of all entrants and will not share any entrant information or email lists with any third parties unless required by law.

**GOVERNING LAW:** In the event that any dispute arises regarding the meaning or interpretation of these rules, participants agree that the dispute shall be resolved by applying the laws of Alabama and that it shall be resolved by and within the courts of the city of Auburn. Sweepstakes is subject to all applicable federal, state, local laws and regulations.