

GOOD MORNING RE/MAX COLORING CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK®.

To enter the Contest:

1. During the Contest Period, go to <https://news.remax.com/remax-coloring-contest> and download the RE/MAX Coloring Sheet and get coloring with your child! Please note, your child must be 12 years of age or younger to participate in the Contest.
2. Snap a photo of your child and the completed RE/MAX Coloring Sheet.
3. Submit the RE/MAX Coloring Sheet, photo, your full name, your RE/MAX office name, and the age(s) of your child(ren) via email to GMR@remax.com.
Optional: You may include your child's name, if you wish.

The Good Morning RE/MAX Coloring Contest (the "Contest") opens at 9:01 a.m. MDT on April 28, 2020 and closes at 11:59 p.m. MDT on May 3, 2020 (the "Contest Period").

Eligibility: The Contest is open only to persons who are RE/MAX broker/owners or RE/MAX agents that are 18 years of age or older at the time of entry and who have reached the age of majority in the jurisdiction in which they reside and are parents or legal guardians of the child (or children) who are 12 years of age or younger participating in the Contest. Employees of RE/MAX, LLC (the "Sponsor") are **not** eligible to participate in the Contest. The Contest is void where prohibited or restricted by law and is subject to all applicable federal, state, and local laws and regulations.

Entry Requirements: Valid entries must be submitted during the Contest Period via email as described above. This Contest is entered only on the Internet. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Official Rules may be disqualified. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. All Eligible Entries (as defined below) will be considered in the judging process to select the one Grand Prize winner. Entrants must comply with these Official Rules and will be deemed to have received and understood these Official Rules by participating in the Contest.

Entries will be deemed to have been submitted by the Authorized Account Holder of the email account used for the entry. "Authorized Account Holder" is defined as the natural person who is assigned to the email account by the email provider. All entries become the property of Sponsor and will not be acknowledged or returned. A selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the email account associated with the selected entry.

Sponsor, its affiliates, and each of their respective directors, officers, employees and agents, including, without limitation, any advertising agencies and any service providers thereof (collectively, the "Sponsor Parties"), are not responsible for late, incomplete, invalid, misdirected or undelivered entries, including, without limitation, any incorrect or inaccurate transcription of entry information, human error, technical malfunction of any computer equipment, mobile device, or software, lost or delayed data transmission, interruption or line failure of any network, inability to access the application or online service, or any other error or malfunction.

By submitting the RE/MAX Coloring Sheet and photo (the "Photo") to enter the Contest, you agree the RE/MAX Coloring Sheet and Photo may be displayed or appear at Sponsor events, on the Sponsor's websites, Sponsor's video conferencing accounts, social media sites, promotions, or in other Sponsor materials including downloadable files made available to the RE/MAX network, for other users to see together with your name, office name and location, the name(s) (if provided) and age(s) of your child(ren), and any text, caption, ideas or other content of any kind included in your submission (collectively, with the RE/MAX Coloring Sheet and Photo, the "Submission").

By entering the Contest, you acknowledge and agree that those Submissions are non-proprietary and non-confidential, may be made available to the general public and may be used in the manner described in these Official Rules. By entering the Contest, you hereby irrevocably grant to Sponsor, its affiliates and assigns (collectively, "Licensees") the absolute, non-exclusive, worldwide, royalty-free, perpetual right, license and permission to use and otherwise exploit your Submission, all images, text and materials depicted therein and associated therewith, and any name (including RE/MAX office name), photograph, likeness, image, words, voice, age(s) of your child(ren), and/or personal data included in the Submission (collectively, the "Likeness") in whole or in part, on Sponsor's websites, Sponsor's social media sites, Sponsor's events, Sponsor's marketing communications, including downloadable files made available to the RE/MAX network, and all other media now known or hereinafter created throughout the world, including, without limitation, the right to use, publish, display, reproduce, exhibit, distribute, copy, edit, change, modify, add to, subtract from or create derivative works therefrom.

By entering the Contest, you hereby warrant to the Licensees: (i) you are at least 18 years of age or older and at least the age of majority or older in the jurisdiction in which you reside (ii) the Submission is owned by you and is your original creation; (iii) the Submission does not contain any trademark, logos, brand name or trade name (or variations or parodies of them) of any company or person other than Sponsor or the RE/MAX office with which you are affiliated, and does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations; and (iv) you have obtained the rights from any and all third parties appearing in such Submission to use such third party's name, image, likeness and any other third-party owned elements included in your Submission; (v) your Submission does not include the name, image or likeness of any identifiable celebrity or famous person, any materials that are profane, obscene or contain nudity or defamatory material, or words, symbols or other material that may be offensive to persons based on race, national origin, ethnicity, religion, gender, sexual orientation, disability, or socioeconomic or demographic characteristic or that may harm the Licensees' or another company's or person's reputation; (vi) that you are a legal competent adult and a parent or legally appointed guardian of any minor appearing or referenced in the Submission; and (vii) that you have full power to contract on behalf of any minor appearing in the Submission and grant the rights under this release without the consent or permission of any other person or entity. If requested, entrant must be able to provide proof in a form acceptable to Sponsor that he/she is the parent or legal guardian of the child(ren) featured in the Submission.

You hereby agree that Licensees may use the Submission, or any derivative works created therefrom, alone or in conjunction with the Likeness and/or any information submitted in connection with the RE/MAX Coloring Sheet and Photo, in connection with its trade and any advertising and promotional purposes in any media now existing or hereafter created in any territory throughout the world without any compensation to you or any additional consents or permissions from you or any third party and without prior notice, approval or inspection. You further agree to indemnify and hold Licensees, and their respective officers, directors, and employees (collectively the "Releasees") harmless from any and all claims by any third party against any of the Releasees (and related damages, expenses, costs, including reasonable attorney's fees, liabilities, verdicts, judgments and settlements) arising out of use of your Submission or any breach of your representations herein, including but not limited to claims of infringement or violation of trademark, copyright, or other intellectual property rights, rights of publicity, or rights of privacy. By entering the Contest, you hereby release Sponsor and Releasees from, and irrevocably waive, any and all claims that Licensees' use of your Submission, in whole or in part, infringes or violates your rights in your Submission, any work or material contained in your Submission, or the Likeness.

By entering the Contest, you understand and agree that nothing herein shall obligate the Licensees to display or otherwise use your Submission, or any component thereof, and that the Licensees may decline to use your Submission or choose to delete your Submission, or any component thereof, at any time for any reason whatsoever.

Selection of Winners: Sponsor will determine in its sole discretion which entries are valid entries and whether the entries otherwise meet the eligibility requirements set forth in these Official Rules ("Eligible Entries"). After the conclusion of the Contest Period, a panel of judges selected by Sponsor will judge Eligible Entries on the following criteria: creativity, artistic ability, and overall aesthetics and select one winner from all Eligible Entries submitted during the Contest Period. Decisions of the judges are final with respect to all matters relating to this Contest.

The potential winner will be announced on air during Good Morning RE/MAX on May 5, 2020 and sent an email on or before May 5, 2020 via the email address used to enter, using the information provided on such potential winner's Eligible Entry. Sponsor is not responsible for unsuccessful efforts to notify a potential prize winner, including, without limitation, by reason of any inaccurate information or transmission failure that results in the failure to identify or contact a potential winner. If, despite reasonable efforts, a potential prize winner does not respond within two (2) days of the first notification attempt, or if a prize notification is returned as undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected, based on the judging criteria set forth above. Potential winners will be required to complete and return to Sponsor, an Affidavit of Eligibility and Liability/ Publicity Release (except where prohibited by law) within four (4) days of the first notification attempt or the prize may be forfeited and an alternate winner may be selected, based on the judging criteria set forth above. Return of any prize or prize notification as undeliverable may result in disqualification and an alternate winner will be selected.

General Rules: If for any reason the Contest is not capable of running as planned because of circumstances, including, but not limited to, unauthorized intervention, fraud, technical failures, or any other causes, which, in Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor may, at its discretion, cancel, terminate, suspend and/or amend the Contest and the Official Rules at any time. The terms of the Contest, as set out in the Official Rules, are not subject to amendment or counter-offer, except as set out herein. Sponsor's decisions with respect to the Contest are final and binding. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor may disqualify any entrant who tampers with the entry process or operation of the Contest or who does not comply with

these Official Rules. By entering the Contest, you agree and acknowledge that the laws of the United States govern these Official Rules.

Consent: Except where prohibited by law, winner's acceptance of a prize will constitute permission for the Sponsor Parties and Sponsor to use the winner's name, likeness and statements for advertising, trade and promotional purposes in reference to the Contest without additional compensation, consideration or consent and without further notice to the winner.

Privacy: By entering the Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest and for the purposes of and as outlined in the [RE/MAX Privacy Policy](#) and these Official Rules.

Prizes and Approximate Retail Values (“ARVs”):

Grand Prize (1) (ARV: USD \$549): 2021 R4 Base Registration

Grand Prize does not include airfare, travel, parking, accommodations, or other registration fees or event tickets for the 2021 R4 event. Sponsor reserves the right for any reason to substitute the prizes with similar prizes of equal or greater value or with the equivalent cash value. If the winner is unable or unwilling to accept the prize, then the prize may be forfeited in its entirety at the sole discretion of Sponsor. The prize will be issued to the winner when Sponsor has determined that the winner has submitted an Eligible Entry, otherwise complied with the Official Rules, responded to the notice timely and in the manner provided therein, and the winner's address (and other information deemed necessary by Sponsor) has been confirmed. The prize is not transferable or assignable, nor is the prize redeemable for cash. No refunds or credits for changes are allowed. The winner must be a member of the RE/MAX Network at the time of the 2021 R4 event to redeem the prize. All costs and fees, including, without limitation, federal, state, local or other applicable taxes, charges and incidental costs, shipping charges, and customs duties, if any, are the sole responsibility of the winner. Sponsor will not be held responsible if winner cannot travel to or participate in the Grand Prize as scheduled, including—without limitation—by reason of inclement weather, postponement or cancellation of the event, or other travel delays.

Release and Indemnification: By entering this Contest and/or winning a prize, entrant and/or winner agrees to, and hereby does, release the Sponsor Parties from any liability whatsoever for any claims, costs, injuries, losses, liability or damages of any kind arising out of or in connection with (i) participation or attempt to participate in the Contest or any related activity, or (ii) the awarding, receipt, acceptance, possession, use or misuse of any prize or any component thereof, (including, without limitation, those

related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light), to the extent permitted by law. By entering the Contest, entrants also agree to fully indemnify the Sponsor Parties and hold each of them harmless from any and all claims, costs, losses, liability or damages of any kind arising out of or in connection with (i) participation or attempt to participate in the Contest or any related activity, or (ii) the acceptance, possession, use or misuse of the any prize or any component thereof, by any third party.

Social Media: By entering this Contest and/or winning a prize, entrant and/or winner acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in this promotion, you agree to a complete release of Facebook. from any claims based on, related to, or arising from the Contest. Participation in this promotion is subject to these Official Rules.

DISCLAIMER OF WARRANTIES: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SPONSOR PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT, CONCERNING ANY PRIZE FURNISHED OR AWARDED IN CONNECTION WITH THE CONTEST.

AGREEMENT TO OFFICIAL RULES AND DISPUTES: By entering into and participating in this Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor regarding the Contest, and warrants that he or she meets the eligibility requirements set forth in these Official Rules.

By entering into and participating in this Contest, each entrant also agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court in Colorado; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees.

Sponsor: The Sponsor of the Contest is RE/MAX, LLC, 5075 South Syracuse Street, Denver, Colorado 80237.

Winners List: For the name of the winners or a copy of these Official Rules, send a self-addressed stamped envelope for receipt (within 60 days of the end of the Contest

Period) to RE/MAX, LLC, Attn: Good Morning RE/MAX Coloring Contest, 5075 South Syracuse Street, Denver, CO 80237.