



Home Builders Association of SW Colorado  
Parade of Homes  
Prize Package Contest Rules



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.

**1. ELIGIBILITY:**

Home Builders Association of SW Colorado Parade of Homes Parade of Homes Prize Package (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Home Builders Association of SW Colorado 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.

**2. SPONSOR:**

The Contest is sponsored by Home Builders Association of SW Colorado, located at:  
463 Turner Dr suite 104B,  
Durango, Colorado 81303.

**3. 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.

**4. CONTEST PERIOD:**

The Contest begins on September 17, 2018 at 12:01 am (for Mail-In Entries) and September 21, 2018 at 5:00 pm for Parade of Homes Ticket Entries. The Contest ends on September 23, 2018 at 5:00 p.m. (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

- Parade of Homes Ticket Entry
- Mail-In Entry

**5. HOW TO ENTER:**

1. *Parade of Homes Ticket Entry:* This method of entry will be available only during the Parade of Homes hours and at each "Stop" location. **Ensure that you ticket is stamped at all Parade Stops and** complete all personal information on your Parade ticket. Deposit completed ticket in ballot box at any parade stop.

2. *Mail-In Entry* (Separate entries are required for each prize): This method of entry will be available for the entire Contest Period. On a 4"x11" card, handprint the description of the prize that you are entering and the following Personal Information:

1. Full name,
2. Complete address,
3. Phone number (including area code)
4. Email address
5. Statement that you are over 18 yrs of age

Mail each entry in an envelope with proper postage affixed to:  
HBASC – (name of prize entry)  
463 Turner Dr suite 104B,  
Durango, Colorado, 81303

Mail-in entries must be hand-printed, legible, and mailed in separately. All mail-in entries must be postmarked no earlier than September 15, 2018 and received no later than September 23, 2018.

Limit one (1) entry per prize/per person, for the duration of the Contest Period, and per each method of entry. Entries received from any person in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

#### **6. PRIZE DRAWING**

Between September 25, 2018 and October 5, 2018, the Sponsor will select potential winners in a random drawing from among all eligible entries received. 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 before October 31, 2018. If the potential winner cannot be contacted within five (5) 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.

#### **7. WINNER NOTIFICATION**

The potential winners will be notified by email, or phone of selection for prize. Actual prize notification will be given at the Parade of Homes Award Gala in Durango, Colorado (Actual location and date to be provided upon prize selection notification). Each potential Prize winner (parent/legal guardian if a minor in his/her state of residence) may be required to complete, sign and submit a Declaration of Compliance within five (5) 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 submit the Declaration of Compliance within the required time period (if applicable), potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners 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. Winners will be responsible to arrange receipt of Prize with Prize Donor.

#### **8. PRIZES:**

- ✚ Southwest Appliance provides a gift certificate for \$5,000 from the Whirlpool Corporation, which includes appliances from collections by Whirlpool, KitchenAid, Jenn Air, or Maytag. Delivery included only to residents within a 65 mile radius from SW Appliance. (Eligibility requires validation at all *Stops* or Mail-In Entry)

- ✚ Smart Enterprises provides a Napoleon Patioflame® with Glass valued at over \$1,000.
- ✚ Element Window + Door provides a Entek Dorr Hardware makeover with \$1,000.00 gift certificate, towards any Entek locksets
- ✚ Tile & Light Art provides a \$1,500.00 gift certificate towards any of their goods or services.
- ✚ Durango Nursery provides a \$1,000.00 gift certificate towards any of your landscaping needs.
- ✚ Four Corners Stoves and Spas provides a Traeger Wood Pellet Grill.
- ✚ Ferrellgas/Selph's Propane provides 500 Gallons of propane. Delivery limited to Ferrellgas service areas.
- ✚ Durango Marble & Splendid Kitchens provide a \$2,000.00 Gift Certificate. \$1,000 towards cabinetry and \$1,000 towards natural stone countertops.

## **9. 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.

## **10. 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) lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due or misdirected mail, entries, (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 and/or the flyover, if applicable, 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.

#### **11. 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.

#### **12. PRIVACY:**

By participating in this Contest, entrants give Sponsor and Prize donors the right to use entrant's Personal Information for the purpose of administering this contest, including but not limited to; contacting and announcing the winner. Entrant expressly grants permission to have their Personal Information and image disclosed via multi-media sources to promote this event and future events of the Home Builders Association of SW Colorado.

#### **13. WINNERS LIST:**

To request the name of the winners send a self-addressed, stamped envelope to HBASC 463 Turner Dr Suite 104B, Durango, Colorado, 81303. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also email a request to: [office@hbas.com](mailto:office@hbas.com)