

Churchill Mortgage Smarter Home Sweepstakes Official 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.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "Churchill Mortgage Stay Cool Sweepstakes" begins at 12:00 a.m Central Time ("CT") on August 3, 2020 and ends at 11:59 p.m. CT on August 27, 2020 ("Sweepstakes Period"). Sweepstakes is sponsored by Churchill Mortgage Corporation (the "Sponsor") 1749 Mallory Lane, Suite 100, Brentwood, TN 37027.

Eligibility: Sweepstakes is only open to legal residents of the 50 United States, including the District of Columbia, who have the age of majority in his or her state or territory of residence and as of the time of entry. Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, affiliated companies, subsidiaries, retailers, distributors and advertising and promotion agencies, and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also not eligible to participate. All federal, state, and local laws and regulations apply. **Void where prohibited.**

How to Enter: During the Entry Period, you may enter the Contest by agreeing to the Rules and following the entry instructions to submit your Entry and clicking on the "Enter" button (collectively, "Entry"). Only valid "Email Addresses" will be accepted for Contestant registration as determined solely by the Sponsor; and, at Sponsor's sole discretion, a Contestant will be disqualified if he/she creates invalid email addresses with intent to affect the integrity of the Contest. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your email address. To do so, please contact social@churchillmortgage.com.

All requested information on the Sweepstakes registration form must be completed for an entry to be eligible for the drawing. **LIMIT one entry per person, per email address, per day during the Sweepstakes Period.** Enter using only an email address subscribed and registered in your name. Once

submitted, an entry cannot be deleted, canceled or modified. In the event of a dispute as to Online Entries submitted by multiple individuals using the same email account, subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

Drawings and Notifications: One (1) random drawing will take place to determine the winner, which will all be conducted through WooBox (“the Administrator”), whose decisions are final and binding in all matters relating to this Sweepstakes. Administrator will randomly select one (1) Winner from among all eligible entries received up until the sweepstakes official end time at 11:59 p.m CT on August 27, 2020. The Winner will be randomly selected on Friday, August 28, 2020 and announced on Monday, August 31, 2020. The winner is determined pending confirmation and/or verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor and Administrator in their sole discretion. The decisions of Sponsor and Administrator are final and binding in all matters relating to the Sweepstakes. The odds of winning a prize depends on the total number of eligible entries received. Entrants may earn 10 bonus entries for every new entrant referred using their unique link. The winner will be contacted by the email address that they included on their registration form.

Prizes: One (1) Winner will receive a Nest Learning Thermostat (installation not included). Approximate Retail Value of the prize \$250.

Prize Conditions: By accepting any prize, the prize winner agree to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution or transfer of prize will be permitted. The winner is solely responsible for all applicable federal, state, and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. The winner will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within 7 days of written notification, or prize may be forfeited, and an alternate winner selected. The winner’s entry and acceptance of the prize offered constitutes permission (except where prohibited by law) for the Sponsor to use

said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified, and an alternate winner may be selected for the prize at issue.

Use of Data: Sponsor will be collecting personal data about entrants including e-mail addresses in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <https://www.churchillmortgage.com/privacy>. By participating in the Sweepstakes and providing this information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy

Terms & Conditions: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, entrants agree to release, discharge, indemnify, and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders, and agents from any and all liability, loss, damage, or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering, or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. **This Sweepstakes is void where prohibited.**

Internet Limitations of Liability: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other

causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Tennessee. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and

obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

Sponsor: Churchill Mortgage Corporation, 1749 Mallory Lane, Suite 100, Brentwood, TN 37027