

2012 OC REALTIST® MEMBERSHIP DRIVE SWEEPSTAKES OFFICIAL RULES: Win A Mini iPad!

1. **HOW TO ENTER:** The 2012 OC Realtist® Membership Drive Sweepstakes (the “Sweepstakes”) is sponsored by Kim Yezbak, Market Manager of PNC Mortgage Bank at 49 Discovery, Ste. #280, Irvine, CA 92618; Email: kim.yezbak@pncmortgage.com; www.pncmortgage.com. The sweepstakes begins on December 1, 2012 at 12:01 AM (PST) and ends on January 31, 2013 at 11:59 pm (the ‘Entry Period’).
 - Entries by 2013 Paid membership: Every paid membership will receive 2 raffle tickets.
 - Entries by Contribution: Members can purchase tickets online during the entry period. The cost of the tickets are as follows: One ticket for \$20.00; Five tickets for \$70.00; Ten tickets for \$100.00. All tickets will be available online. No tickets will be sold after the entry period.

All of the Drawing information will be posted on the Sweepstakes Site at: www.ocrealtist.org/2012Sweepstakes throughout the entry period. Members will receive 2 tickets upon renewing their membership or becoming a new member during the entry period.

Three Mini iPads will be given away in the Sweepstakes drawing. The official winners (the ‘Prize Winners’) will be randomly drawn in the sweepstakes to be held at the OC Realtist® General Membership Meeting on February 1, 2013. There will be three drawings and members must be present to win prize. Any entry received after the entry period will not be eligible to be included in the drawing and shall be disregarded. The above-noted deadline is final. Odds of winning depend on the number of eligible raffle tickets purchased and received, and are equal regardless of method of entry.

2. **ELIGIBILITY:** This sweepstakes is open only to members that paid their 2013 OC Realtist® Membership during the entry period.
3. **PRIZE:** The Prize winners of the Sweepstakes will be awarded the Prize. The Prizes are identified below:

Three Mini iPads (value approximately: \$1,200)

The Prize is nontransferable and nonexchangeable. No substitution or cash redemption of the Prize is permitted.

4. **PRIZE DRAWING:** There will be a total of three Prize Winners, selected in a random drawing from all entries received that are eligible for the Drawing.

In the event that the Prize for the Drawing cannot be awarded to the Prize

Winner, the Prize will be awarded to the first alternate selected. If the Prize for that Drawing still cannot be awarded to such first alternate, it will be awarded to the second alternate. If the Prize cannot be awarded to such second alternate, it will not be awarded.

By entering the Drawing, each entrant agrees to be bound by these rules and the decisions of the Drawing Providers. In the event of non-compliance, an alternate Prize Winner may be selected.

5. **NOTIFICATION:** The prizewinners must be present at the OC Realtist® General Membership Meeting on February 1, 2013 in order to receive the prize.

6. **CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Drawing, each entrant agrees to be bound by these Official Rules and by all decisions of the Drawing Providers (which decisions are final and binding on all matters relating to the Drawing), and to comply with all federal, state and local laws and regulations. The decisions of the Drawing Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. In the event of non-compliance, an alternate Prize Winner may be selected. Entries and other submitted materials become the property of the Drawing Providers and will not be acknowledged or returned. Neither the Drawing Providers nor Internet access providers are responsible for incomplete, late, lost, misdirected or any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, incomprehensible, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Drawing Providers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the Prize furnished or made available in connection with the Drawing.

Although the Drawing Providers attempt to ensure the integrity of the Drawing, the Drawing Providers are not responsible for the actions of entrants or other individuals in connection with the Drawing, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Drawing. The Drawing Providers are not responsible for injury or damage to entrants' or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Drawing or downloading materials from or using the Drawing Site.

By entering this Drawing, unless prohibited by law, the potential Prize Winner consents to use of his/her name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation, and the potential Prize Winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Drawing, unless prohibited by law, the potential Prize Winner agrees to grant to the Drawing Providers, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use,

worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the OC Realtist® in its sole discretion.

7. **CONDUCT:** THE OFFICIAL RULES WILL BE POSTED AT THE DRAWING SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS DRAWING, ENTRANT (A) FULLY AND UNCONDITIONALLY AGREES TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE DRAWING PROVIDERS (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION, DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND (B) REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE DRAWING IS TRUE, ACCURATE AND COMPLETE. THE DRAWING PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS DRAWING OR ANY FUTURE DRAWING OR OTHER PROMOTIONS OF THE DRAWING PROVIDERS, ANY INDIVIDUAL IT SUSPECTS TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE DRAWING OR THE DRAWING SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE DRAWING SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES.
8. **RELEASE AND INDEMNIFICATION:** BY ENTERING THE DRAWING, ENTRANTS RELEASE AND HOLD THE DRAWING PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE DRAWING OR PARTICIPATION IN ANY DRAWING-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE DRAWING, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

9. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE DRAWING PROVIDERS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE DRAWING SITE, THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE DRAWING SITE, THE REMOVAL FROM THE DRAWING SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE DRAWING. WITHOUT LIMITING THE FOREGOING, THE DRAWING, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. **GOVERNING LAW:** The Drawing and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of California (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in California. All applicable federal, state, and local laws and regulations apply.



ORANGE COUNTY
ASSOCIATION OF REAL ESTATE BROKERS