

## **Clayton Homes Family of Brands Sweepstakes Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Clayton Homes Family of Brands Sweepstakes (the "Sweepstakes") is open only to legal residents of one of the fifty (50) United States (excluding AK and HI) or the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, directors, and agents of Sponsor (as defined below), its subsidiary and affiliate companies, and the immediate family (spouse, parents, siblings, and children) and household members of each such persons are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** CMH Homes, Inc. and CMH of KY, Inc., 5000 Clayton Road, Maryville, TN 37804 (collectively referred to as "Sponsor").

**3. Timing:** The Sweepstakes begins on Sunday, September 1, 2018, at 12:00:01 a.m. Eastern Time (ET), and ends on Monday, December 31, 2018, at 11:59:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, eligible individuals may enter the Sweepstakes by visiting [www.redtagseason.com](http://www.redtagseason.com) and completing the online entry form. The online entry form will collect contact information (name, zip code, telephone number(s), email address) provided by each individual. Post office box addresses are not permitted. **Limit:** One entry per person/per email address. Individuals must provide all applicable information requested to be eligible to win. Upon submission of the completed entry form, the individual is deemed an "Entrant" for purposes of the Sweepstakes. Incomplete entries will be disqualified. Multiple Entrants are not permitted to share the same e-mail address. In the event of a dispute as to any entry, the authorized account holder of the e-mail account submitted on the electronic entry form will be deemed to be the Entrant. The "authorized account holder" is the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to show proof of being the authorized account holder. Entrants agree to be bound by all decisions of Sponsor, which are binding and final. Any attempt by any entrant to obtain more than the stated number of entries may void that entrant's entries and that entrant will be disqualified.

**5. Prize Drawing & Odds of Winning:** On or around January 10, 2019, Sponsor will randomly select the potential winner from among all eligible entries received by the end of the Promotion Period. Odds of winning a prize depend on the total number of eligible entries received.

**6. Prize Notification & Delivery:** The potential winner will be notified by email or phone, in Sponsor's sole discretion, using the contact information provided at the time of entry. Potential winner must respond to Sponsor's notice within five (5) calendar days after the date of notice or else that potential winner may be disqualified. Upon responding to the

notice, Sponsor will send to the potential winner via email the Affidavit of Eligibility and Liability Release ("Affidavit") to be signed and returned by the potential winner. The Affidavit must be returned to Sponsor by the date indicated by Sponsor in order to be verified as a winner. Sponsor is not responsible for lost, late, misdirected, mutilated, or postage-due correspondence. If any potential winner cannot be contacted, fails to timely respond to the notification, fails to complete and timely return the Affidavit, or is disqualified for any reason, he/she will forfeit the prize and Sponsor may award the prize to another Entrant, as will be determined in Sponsor's sole discretion. Once the executed Release is received, within the required time frame, and verified by Sponsor then, upon notice from Sponsor, the Entrant will be deemed to be a prize winner ("winner"), subject to compliance with all applicable rules set forth herein. Any misrepresentation on the Affidavit shall void the potential winner's eligibility and Sponsor shall disqualify such person and seek return of any prize already awarded to such person. Prize will be sent to confirmed winner by either certified mail or overnight courier, such as Federal Express, within thirty (30) days after confirmation is completed.

**7. Prize:** One (1) five hundred dollar (\$500) VISA® Gift Card.

Gift card subject to additional terms and conditions as set forth on the card, including the expiration date, and also to all terms and conditions set forth in the issuer's Cardholder Agreement. Visa debit card is issued by MetaBank pursuant to a license from VISA U.S.A. Prize cannot be transferred, substituted or redeemed for cash, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the prize with a prize of comparable or greater value, in its sole discretion. Sponsor will not replace any lost or stolen prize.

**8. Tax Responsibility & Release of Liability:** By receipt of a prize, winner agrees (a) that he/she is responsible for all federal, state, and local income tax liability on the prize won, regardless of the value, and (b) to release and hold harmless Sponsor, its subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any and all disputes, claims, or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any

incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, provided that such confirmation occurs prior to the drawing. In the event of an early discontinuance of the Sweepstakes, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, all participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Tennessee (Knoxville Division); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs (if any) associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will the participants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased.

**13. Privacy.** Information collected from entrants is subject to the Sponsor's Privacy Policy at <https://www.claytonhomes.com/privacy>. **In addition, by accepting the terms of these Official Rules by entering this Sweepstakes, entrant gives his or her express consent to be contacted by telephone and/or email with marketing communications about Sponsor its products and services.**

**14. Winners List:** For the winners list, please submit your request in writing to: "Clayton Homes Red tag sale Sweepstakes Official Rules", Clayton Homes Family of Brands Marketing Department, 5000 Clayton Road, Maryville, TN 37804. Requests must be accompanied by a self-addressed, stamped envelope, and must be received by Sponsor by November 30, 2018. Any requests received after that date will not be honored.

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