

Apartment Association of Metro Denver
SWEEPSTAKES Promotion for National Apartment Week – April 2-7, 2018

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR ENTERING INTO A LEASE PRIOR TO THE SWEEPSTAKES WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

- Eligibility: The Apartment Association of Metro Denver (“AAMD”) Sweepstakes Promotion for National Apartment Week (the “Sweepstakes”) is only open to residents of the United States, who are age 18 or over, and who are first time renters with no previous rental experience. Employees, officers and representatives of AAMD or member community partners, their parents, affiliates, subsidiaries, agents, advertising and promotion agencies, and members of the immediate family (mother, father, sons, daughters and spouse, regardless of where they reside) and household members of each, whether or not related, are not eligible to participate in the Sweepstakes.
- Prize: One (1) Winner for the entire Sweepstakes will receive up to 6 months free rent at one of the AAMD participating member properties with a \$10,000 maximum payout value (the “Prize”)- If rent for 6 months is less than \$10,000, no other Prize will be awarded and Winner will not receive the difference. Payout amount may also be used to cover miscellaneous costs, (i.e. application fee, background check, etc.). AAMD will pay Prize payout directly to the community each month that the Winner remains a tenant in good standing for up to 6 months, with a \$10,000 maximum payout.
- How to Enter: During the period of April 2, 2018 through April 7, 2018) (the “Sweepstake Period”), entrants must visit a participating AAMD member property that is hosting a National Apartment Week Open House during their normal business hours. Visitors that are first-time renters will have the ability to fill out a promotion entry form at that property. One entry per person, per participating community, with a maximum of 10 total entries per eligible person. A complete list of participating properties and business hours can be found at www.ProApartments.com.
- Drawing and Notification: The Winner of the Prize (the “Winner”), will be determined after the end of the Sweepstakes Period from all eligible entries received during the Sweepstakes Period. The Winner is subject to eligibility verification and compliance with these rules. The Prize drawing will take place after each participating property returns all of their respective entry forms to AAMD. AAMD anticipates holding the drawing prior to May 31, 2018. The drawing shall be conducted by an AAMD member who will pick one Winner out of all entrants from all participating properties. There will not

be a Winner from each property, only one Winner for the entire Sweepstakes. The odds of winning the Prize will depend on the number of eligible entries received. The Winner will be contacted by the email address and/or telephone number they provided on the entry form within fifteen (15) days of the drawing.

Prize Conditions:

The Winner will be required to fill out an application at a participating AAMD member community of the Winner's choosing. If the Sweepstakes Winner already applied and was accepted at one of AAMD's participating communities, their entry is still valid for the Sweepstakes. Any fees associated or incurred in connection with applying for a lease will be covered by AAMD and included in the sweepstakes maximum winnings of \$10,000.00. The Winner will be required to submit to any background or credit checks required by the chosen community, and meet the criteria required by the chosen community (including, without limitation, criteria relating to income, credit scores and background information). If the Winner does not meet the criteria required by their first-choice community, they are permitted to re-apply to a different community. AAMD will use commercially reasonable efforts to assist the Winner in selecting, applying for, and finalizing a lease with the community chosen by the Winner. As a condition for claiming the Prize, THE WINNER MUST ENTER INTO AND ABIDE BY A LEASE WITH THE CHOSEN COMMUNITY, the term of which shall be either six (6) months or a term where the value of the total rent required to be paid by the Winner is no greater than \$10,000.00 (inclusive of miscellaneous costs associated with applying for the lease such as credit and background checks, and at Winner's option, any security deposit requirements), whichever is shorter, rounded down to the nearest month. No portion of the \$10,000 maximum payout will be paid to the Winner. Winner is responsible for entering into all utilities (including deposits) normally paid by tenants of the chosen property or for any other services the Winner requests be added to his or her lease at the chosen property (i.e. cable, parking, telephone, additional lease term or other services).

Notwithstanding the foregoing, the Winner must enter into a lease and accordingly claim the Prize within six (6) months of the drawing.

In addition to entering into a lease with a participating AAMD community, the Winner may not face eviction proceedings during the Prize payout period otherwise AAMD shall terminate the Prize payout upon filing of such eviction. Such eviction would include, but is not limited to, violating the terms of the lease or rental agreement, committing a serious act such as a crime or violence toward another resident or anyone on the property, etc. If for any reason the sweepstakes Winner faces eviction, which will be determined by individual location, they will not be required to pay back any rent already awarded, however, the Prize payout shall terminate. All damages under the lease or rental agreement shall be paid by

the Winner in accordance with the terms of the lease or rental agreement. Application of security deposit shall be handled by each individual property. Failure of the Winner to meet all eligibility requirements as set forth herein shall result in the Prize being forfeited and awarded to an alternate potential Winner. Failure to complete and return the documents in the time noted or if Prize notification is undeliverable will result in disqualification, and the alternate Winner, determined as the next randomly chosen entry, will be notified. Upon disqualification, no compensation will be awarded.

The Prize is non-transferable, non-assignable, and not redeemable for cash, in whole or in part. The Prize will be awarded “as is” without any warranties, guarantees or representation of any kind, expressed or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize substitution will not be allowed, except as expressly provided in these Rules or otherwise at the sole discretion of AAMD, who reserve the right to substitute the Prize with one of comparable use should the advertised Prize become unavailable for any reason (except as already clarified herein). Any photograph of the Prize in promotional materials is for illustrative purposes only. Federal, state, and local taxes, and any expenses relating to the acceptance and use of the Prize not otherwise specified herein, are the responsibility of Winner. Any difference between the advertised retail value and actual retail value of the Prize will not be awarded. By accepting a Prize, Winner acknowledges compliance with these Rules.

The Sweepstakes is subject to all federal, state and local laws/regulations. By entering this Sweepstakes, entrants agree to be bound by these Rules and the decisions of AAMD that shall be final and binding in all respects. These Rules are accessible throughout the Sweepstakes Period. Failure to comply with these Rules may result in disqualification. AAMD reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by AAMD to be in violation of the Rules; or to be acting in any manner deemed by AAMD to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. AAMD’s FAILURE TO ENFORCE ANY TERM OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.

Entrant Releases:

By accepting the Prize, where permitted by law, the Winner grants to AAMD its parent, subsidiaries and related companies, and those acting pursuant to the authority of AAMD (which grant will be confirmed in writing upon AAMD's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL AAMD, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS 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 PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, entrants release and agree to hold harmless the AAMD, their respective parents, affiliates, subsidiaries, advertising, AAMD members, the property owners and promotion agencies, dealers, distributors, suppliers, the Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winner acknowledges that AAMD 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.

Entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Colorado or the appropriate Colorado State Court; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrants be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have

damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the entrants and AAMD in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado.

Use of Data:

By participating in the Sweepstakes and providing your email address, entrants hereby agree to AAMD's collection and usage of their personal information. The personal information submitted to AAMD shall be collected and used pursuant to AAMD's privacy policy, available at: www.ProApartments.com.

No Purchase necessary, restrictions apply, see complete list of rules at www.ProApartments.com