

**TEXT TO REGISTER FOR YOUR CHANCE TO WIN A PRIZE EACH WEEKEND  
DURING THE JIM ALLEN GROUP 2024 PARADE OF HOMES PROMOTION**

THIS SWEEPSTAKES IS INTENDED FOR VIEWING AND PARTICIPATION IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF AND PHYSICALLY LOCATED IN ONE OF THE FIFTY UNITED STATES OR DISTRICT OF COLUMBIA AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED TO PARTICIPATE.

**ELIGIBILITY**

The Jim Allen Group Parade of Homes promotion is open to legal residents of the fifty (50) United States and District of Columbia, who are at least eighteen (18) years old at time of entry. Employees, officers and representatives of The Jim Allen Group (“Sponsor”), their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies (collectively, “Released Parties”) and members of the immediate family (mother, father, brothers, sisters, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, officer or representative, whether or not related, are not eligible to participate. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited or restricted by law.

**PROMOTION PERIOD**

The sweepstakes starts on or about 12:00 PM Eastern Time (“ET”) on September 28, 2024 (“Start Date”) and ends at 5:00 PM PT on October 13, 2024 (“End Date”) (“Promotion Period”). All time referenced herein is Eastern Standard Time. The Jim Allen Group Marketing Department’s (Administrator) clock is the official time-keeping device for the Promotion.

**HOW TO ENTER**

During the Promotion Period, download and install The Jim Allen Group Parade of Homes App on your mobile device, and register within the App. Each participant will be required to provide first and last name, telephone number, and e-mail address when they install the app. Location services and push notifications must be enabled on the App to participate. Each eligible entrant that downloads and installs the app will receive one (1) entry into the Sweepstakes. Then, visit any of the Parade Homes on tour that are marketed by The Jim Allen Group (“Listing”). Each participant will have the opportunity to submit one (1) additional entry into the weekly prize and Grand Prize per one (1) Parade Home visited. Participants will also be able to submit one (1) entry for a Daily Instant Prize at each Parade Home. All submitted entries must be received during the Promotion Period.

Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who submits more than the stated maximum limit of entries by using multiple/different e-mail addresses, identities, registrations, logins, and any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor may reject any submitted entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility requirements. Sponsor is not responsible for late, incorrect, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. Use of any sweepstakes club or automated system to submit entries is prohibited and will result in disqualification of all such entries as well as the entrant. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Sweepstakes. Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor and used by Sponsor, Administrator, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and as otherwise provided in Sponsor's privacy policy at <https://www.jagparade.com/privacy-policy/>.

## **DRAWING AND NOTIFICATION**

The potential winner(s) will be selected by Administrator, on or about the following dates, awarding one of the weekly prizes (at the discretion of the Administrator): September 30, October 7, October 14 and the Grand Prize drawing on October 18 in a random drawing from all eligible entries received. Potential winners will be notified by email and telephone at Administrator's sole discretion, approximately five (5) days after the drawing. Daily Instant Prizes will be awarded within the participant's time at the respective Parade Home in which the participant entered in that specific daily contest.

## **PRIZES/ODDS OF WINNING**

The chances are to win daily prizes, including merchandise and/or a gift card valued at \$10 rewarded multiple times each day throughout the Parade of Homes, one of three gift cards valued at \$500 each rewarded once per week, and one Grand Prize trip to Asheville, NC valued at \$5,000. The approximate sum of the total available prizes is \$20,000.

Each prize is non-assignable, non-transferable, and non-refundable and must be accepted as awarded. The Grand Prize will be awarded to one winner by October 31, 2024. No substitutions may be made, except by Sponsor who reserves the right, in its sole discretion, to substitute the prize with prize(s) of comparable or greater value. Prizes will only be awarded to verified winner. Odds of winning depend on the number of eligible entries received.

## **PRIZE CONDITIONS**

Only one prize winner will be selected per week and one Grand Prize winner will be selected after the promotion period ends. The winner is solely responsible for all applicable federal, state, and local taxes associated with the receipt of any prize. Prize Winner may be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return the Affidavit within fourteen (14) days.

If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite documents within the specified time period, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the prize at issue. The potential winner is subject to verification before the prize will be awarded. Prize will be available to winner at sponsor's location.

## **OTHER TERMS & CONDITIONS**

By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and agree that: 1) Released Parties and their designees and assigns shall have the right and permission to use (unless prohibited by law) the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without further notice, permission or compensation, and 2) Released Parties and their designees and assigns and all of their respective officers, directors, employees, representatives and agents shall have no liability and entrant will indemnify, defend and hold Released Parties harmless from any liability, loss, injury, or damage to entrant themselves or any other person or entity, including personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any prize activity or travel related thereto) or participation in this Sweepstakes. The prize is awarded "AS-IS." Entrants further acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guaranteed expressly or implicitly in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose.

## **DISPUTES**

By entering the Sweepstakes, entrants agree that 1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved in Wake County, North Carolina by arbitration proceedings as set forth in N.C.G.S. § 1-569.1 et al. g. Participants are solely responsible for any costs, taxes and expenses associated with participation in the Sweepstakes and should consult appropriate professionals, including an attorney on how to proceed, and should not rely on The Jim Allen Group; 2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law and the laws of the state of North Carolina, without regard to its conflict of laws provisions. Any legal proceedings arising out of this

Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of North Carolina having jurisdiction, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prize(s) set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

## **WINNER DETAILS**

The winner's name will be listed on <https://www.jagparade.com/tour-to-win/>

## **SPONSOR**

The Jim Allen Group, 5000 Falls of Neuse Road, Suite 100 Raleigh NC 27609

## **LIMITATIONS OF LIABILITY**

Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Sweepstakes, or any part of it, at any time, without notice, and award prizes by random drawing from all non-suspect eligible entries received as of the termination/suspension date, if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process (if applicable) or the operation of the Sweepstakes or acts in violation of these Official Rules or any other promotion or in a disruptive manner.

The Released Parties assume 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. The Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person's computer related to or resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection

or announcement of winners or in the awarding of prizes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Released Parties are not responsible for any damage to an entrant's system which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the promotion. The Released Parties are also not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the 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 regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account used at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder.

