

## SUMMER OF RE/MAX® SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, INCLUDING FACEBOOK.

PLEASE REVIEW CAREFULLY AS THESE RULES CONTAIN TERMS RELATED TO YOUR CONTENT.

### **To enter the Sweepstakes:**

During the Entry Period, post an image or video (the "Content") to social media via Facebook and (1) tag @WeAreREMAXCanada; and (2) include the hashtags #remaxbrandlove and #contestentry. Each post will count as an entry.

The Summer of RE/MAX Sweepstakes (the "Sweepstakes") opens at 5:00 p.m. EST on July 24, 2024 and closes at 11:59 p.m. EST on September 18, 2024 (the "Sweepstakes Period").

**Eligibility:** The Sweepstakes is open only to persons who are RE/MAX broker/owners or RE/MAX agents that are 18 years of age or older at the time of entry and a legal resident of, and currently living in, Canada, excluding Quebec, who have reached the age of majority in the jurisdiction in which they reside as of the date of entry. Residents of Quebec are not eligible to enter. For clarity, the following persons are **not** eligible to participate in the Sweepstakes: employees of RE/MAX, LLC (the "Sponsor") or entities affiliated with Sponsor, its advertising and promotional agencies, and the immediate family members and those living in the same household of each. The Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state, and local laws and regulations.

**Entry Requirements:** Valid entries must be submitted during an Entry Period as described above. This Sweepstakes is entered only on the Internet. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Official Rules may be disqualified. All Entrants must comply with these Official Rules and will be deemed to have received and understood these Official Rules by participating in the Sweepstakes. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. All Eligible Entries (as defined below) will be considered in the process to select the winners. All entries become the property of Sponsor and will not be acknowledged or returned.

Sponsor, its affiliates, and each of their respective directors, officers, employees and agents, including, without limitation, any advertising agencies and any service providers thereof (collectively, the "Sponsor Parties"), are not responsible for late, incomplete, invalid, misdirected or undelivered entries, including, without limitation, any incorrect or inaccurate transcription of entry information, human error, technical malfunction of any computer

equipment or software, lost or delayed data transmission, interruption or line failure of any network, inability to access the application or online service, or any other error or malfunction.

By entering the Sweepstakes, you acknowledge and agree that your entry is non-proprietary and non-confidential, and may be used in the manner described in these Official Rules including to display or appear on the Sponsor's websites, social media sites, promotions, or in other Sponsor materials, for other users to see together with your name, RE/MAX office name, and any text, caption, ideas or other content of any kind included in your submission.

By entering the Sweepstakes, you hereby warrant to Sponsor that you are eighteen (18) years of age or older.

**Content Terms:** RE/MAX, LLC ("Sponsor") requires your permission to use the Content on RE/MAX social media channels, websites, and marketing materials.

**By participating in the Sweepstakes, you are agreeing to these Terms, so please read them carefully.**

**CONTENT LICENSE** (the "Terms")

The permissions granted in these Terms shall apply to the following:

- Use of the Content (including any videos, photographs, images, and artwork included therein) and;
- In connection with the Content, use of your likeness, name, nicknames, social media username, office name, and voice, as applicable, as embodied in images and videos in which you are portrayed or you appear recognizably, and in any related text (the "Likeness").

You hereby grant to Sponsor and its affiliates, successors, assignees, licensees and third-party service providers a worldwide, irrevocable, perpetual, royalty-free, transferrable, sublicensable, non-exclusive right to use your Content and Likeness (as applicable) in Sponsor marketing, advertising and promotional materials and initiatives, including in social media posts, advertisements, and websites, in promotional communications, and in all media, devices, processes and technology, whether now known or hereafter developed. The license granted above includes the right for Sponsor to create derivative works from your Content (including rights to edit the Content and to combine your Content with other content), and the right to display, reproduce, transmit, broadcast, publish, and record your Content, with no obligation or payment to you.

You hereby agree that Sponsor is not obligated to make any use of the rights or permissions granted in these Terms. You hereby waive any rights to inspect or approve the finished materials featuring the Content or any aspect thereof, or their planned use, and also waive any right of attribution, credit or notice in connection with the use of the materials or Likeness.

You hereby agree, and represent and warrant that: (a) you are free to grant the license set forth in these Terms, and you own all rights in and to the Content and Likeness, or otherwise have obtained the necessary rights and permissions to grant the above license to Sponsor; (b) the use of the Content and Likeness as described above and the exercise by Sponsor of the rights granted herein is not unlawful and will not violate any statutory, contractual, or common law rights of any person or entity whatsoever, including but not limited to the copyright, privacy, publicity, trademark, moral, proprietary or other rights of any third party; and (c) the Content is not defamatory (libel or slander), disparaging, obscene, threatening, harassing, hateful, or offensive. You hereby agree to indemnify, release, discharge and hold Sponsor, its affiliates, successors, assignees and licensees harmless, from any claim or liability relating to the authorized use of the Content and/or Likeness (as applicable), including, but not limited to, claims based upon copyright, defamation (including libel and slander), disparagement, invasion of privacy, right of publicity, or any other personal and/or property rights, and agree that you will not assert or maintain any such claims against Sponsor, its affiliates, successors, assignees and licensees. You acknowledge and agree that your sole remedy for any breach or alleged breach of these Terms by Sponsor shall be an action at law to recover monetary (but not punitive or consequential) damages.

## **GENERAL TERMS**

These Terms are personal to you. You will not assign or otherwise transfer any of your rights, or delegate, subcontract, or otherwise transfer any of your obligations, under these Terms. Any attempt to assign, delegate, or transfer in violation of this paragraph is void. Sponsor may freely assign or otherwise transfer all or any of its rights under these Terms.

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

**Selection of Winner:** Sponsor will determine in its sole discretion which entries are valid entries and whether the entries otherwise meet the eligibility requirements set forth in these Official Rules ("Eligible Entries"). After the conclusion of the Entry Period, Sponsor will select three (3) potential winners in a random drawing from all Eligible Entries submitted during the Entry Period. The odds of winning depend on the number of Eligible Entries received. Potential winners will be notified on or about September 25, 2024.

The potential winners will be given notice via email or direct message on the social platform on which the Content was posted. Sponsor is not responsible for unsuccessful efforts to notify a potential prize winner, including, without limitation, by reason of any inaccurate information or transmission failure that results in the failure to identify or contact a potential winner. If, despite reasonable efforts, a potential prize winner does not respond within four (4) days of the first notification attempt, or if a prize notification is returned as undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize

winner may be selected, based on the criteria set forth above. The potential winner will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question, which will be administered by phone. The potential winner will be required to complete and return an Affidavit of Eligibility and Release (except where prohibited by law) within seven (7) days of the first notification attempt or the prize may be forfeited and an alternate winner may be selected, based on the criteria set forth above. The Prize will be delivered to the confirmed winners. Return of any prize or prize notification as undeliverable may result in disqualification and an alternate winner will be selected.

**General Rules:** If for any reason the Sweepstakes is not capable of running as planned because of circumstances, including, but not limited to, unauthorized intervention, fraud, technical failures, or any other causes, which, in Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor may, at its discretion, cancel, terminate, suspend and/or amend the Sweepstakes and the Official Rules at any time. The terms of the Sweepstakes, as set out in the Official Rules, are not subject to amendment or counter-offer, except as set out herein. Sponsor's decisions with respect to the Sweepstakes are final and binding. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor may disqualify any entrant who tampers with the entry process or operation of the Sweepstakes or who does not comply with these Official Rules.

**Consent:** Except where prohibited by law, winner's acceptance of a prize will constitute permission for the Sponsor Parties and Sponsor to use the winner's name, likeness, statements, and images pertaining to the winner's prize or outcome in the Sweepstakes for advertising, trade and promotional purposes in reference to the Sweepstakes without additional compensation, consideration or consent and without further notice to the winner.

**Privacy:** By entering the Sweepstakes, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Sweepstakes and for the purposes of and as outlined in the RE/MAX Privacy Notice at [www.remax.com/privacy-notice](http://www.remax.com/privacy-notice) and these Official Rules.

**Prize and Approximate Retail Values ("ARVs"):**

Prize pack of assorted RE/MAX branded products (ARV: \$100 CAD)

Three Prizes will be awarded.

Sponsor reserves the right to substitute the prizes with similar prizes of equal or greater value or with the equivalent cash value. A prize will be issued to a winner when Sponsor has determined that the winner has submitted an Eligible Entry, otherwise complied with the Official Rules, responded to the notice timely and in the manner provided therein, and the winner's address (and other information deemed necessary by Sponsor) has been confirmed.

The prizes are not transferable or assignable, nor are the prizes redeemable for cash. All costs and fees, including, without limitation, federal, state, local or other applicable taxes, charges and incidental costs, and customs duties, if any, are the sole responsibility of the winner.

**Release and Indemnification:** By entering this Sweepstakes and/or winning a prize, entrant and/or winner agrees to, and hereby does, release the Sponsor Parties from any liability whatsoever for any claims, costs, injuries, losses, liability or damages of any kind arising out of or in connection with (i) participation or attempt to participate in the Sweepstakes or any related activity, (ii) Sponsor's use of the Content; or (iii) the awarding, receipt, acceptance, possession, use or misuse of any prize or any component thereof, (including, without limitation, those related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light), to the extent permitted by law. By entering the Sweepstakes, entrants also agree to fully indemnify the Sponsor Parties and hold each of them harmless from any and all claims, costs, losses, liability or damages of any kind arising out of or in connection with (i) the Content; (ii) participation or attempt to participate in the Sweepstakes or any related activity, or (iii) the acceptance, possession, use or misuse of any prize or any component thereof, by any third party.

#### **Social Media**

By entering this Sweepstakes and/or winning a prize, entrant and/or winner acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook. By entering this Sweepstakes you agree to a complete release of all social media platforms from any claims. Participation in this promotion is subject to these Official Rules.

**DISCLAIMER OF WARRANTIES:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SPONSOR PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT, CONCERNING ANY PRIZE FURNISHED OR AWARDED IN CONNECTION WITH THE SWEEPSTAKES.

**AGREEMENT TO OFFICIAL RULES AND DISPUTES:** By entering into and participating in this Sweepstakes, each entrant accepts the conditions stated in these Official Rules, including specifically the Terms, and agrees to be bound by the decisions of Sponsor regarding the Sweepstakes, and warrants that he or she meets the eligibility requirements set forth in these Official Rules.

Any dispute concerning the Sweepstakes, or the rights and obligations of an entrant in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and adjudicated in the appropriate court in Toronto, Ontario, 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.

**Sponsor:** The Sponsor of the Sweepstakes is RE/MAX of Western Canada (1998), LLC, 639 Queen St. W., Toronto, ON, M5V2B7.

**Winners List:** For the name of the winners or a copy of these Official Rules, send a self-addressed stamped envelope for receipt (within 60 days of the end of the Sweepstakes Period) to RE/MAX of Western Canada (1998), LLC, c/o Marketing Department, Attn: Summer of RE/MAX Sweepstakes, 639 Queen St. W., Toronto, ON, M5V2B7.