

BHHS Pawfect Home Contest
OFFICIAL RULES

These are the official rules (the "Official Rules") that govern the BHHS Pawfect Home Contest (the "**Contest**") and the relationship between you and the Sponsor (as defined in point 1 below) in relation to the Contest. By participating in this Contest, you confirm you have legal capacity to enter the Contest and you agree to comply with and abide by these Official Rules.

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

****FOR MEXICO RESIDENTS ONLY: A MINIMUM PURCHASE OF PRODUCTS OR USE OF SERVICES THROUGH BHH AFFILIATES, LLC MAY BE NECESSARY TO ENTER OR HAVE A CHANCE TO WIN.**

YOU MUST HAVE INTERNET ACCESS AND A VALID EMAIL ADDRESS TO PARTICIPATE. PLEASE READ OUR PRIVACY POLICY BELOW AT SECTION 13.

ENTRIES WILL NOT BE JUDGED. WINNERS WILL BE RANDOMLY SELECTED.

THERE WILL BE SEPARATE, CONCURRENT GRAND PRIZE DRAWINGS ("GRAND PRIZE DRAWINGS") CONDUCTED FOR EACH OF THE FOLLOWING TERRITORIES (EACH A "TERRITORY", COLLECTIVELY "TERRITORIES"): THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S."); U.S., CANADA AND MEXICO ("NORTH AMERICA"); THE UNITED KINGDOM, PORTUGAL AND GREECE ("EUROPE") AND SPAIN ("SPAIN"). A TOTAL OF FIVE (5) GRAND PRIZES WILL BE DRAWN FOR THE TERRITORIES. {FOR CLARITY, U.S. RESIDENTS WILL BE ENTERED IN BOTH THE U.S. AND NORTH AMERICA GRAND PRIZE DRAWINGS.} EACH GRAND PRIZE DRAWING WILL HAVE ITS OWN ODDS OF WINNING AND WILL AWARD ITS OWN GRAND PRIZE; ENTRIES RECEIVED FOR A GIVEN GRAND PRIZE DRAWING MAY BE ELIGIBLE FOR THAT GRAND PRIZE DRAWING ONLY (BUT WILL NOT BE ELIGIBLE FOR ANY OTHER GRAND PRIZE DRAWINGS EXCEPT FOR RESIDENTS OF THE U.S. WHO WILL BE ELIGIBLE FOR THE U.S. GRAND PRIZE DRAWING AND THE NORTH AMERICA GRAND PRIZE DRAWING, WITH THE U.S. GRAND PRIZE DRAWING PRECEDING THE NORTH AMERICA GRAND PRIZE DRAWING).

ELIGIBILITY: CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, CANADA, MEXICO, THE UNITED KINGDOM, PORTUGAL, GREECE, AND SPAIN WHO ARE (1) AT LEAST EIGHTEEN (18) YEARS OR THE AGE OF MAJORITY IN THEIR COUNTRY/PROVINCE/STATE OF RESIDENCE, WHICHEVER IS OLDER, AT THE TIME OF ENTRY AND HAVE MENTAL CAPACITY AND (2) WHO HAVE INTERNET ACCESS AND A VALID AND ACTIVE EMAIL ACCOUNT. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW.

This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook or Instagram. By participating in the promotion, you are providing your information to Sponsor (defined below), not to Twitter, Inc. or Meta Platforms, Inc. For the avoidance of doubt, Facebook, Twitter or Instagram shall have no responsibility or liability to you in respect of the Contest.

- 1. Sponsor: BHH Affiliates, LLC, 18500 Von Karman, #400, Irvine, California 92612 U.S.A. ("**Sponsor**").**

2. **Administrator:** Probability LLC, 2 Woodstock Meadow Ln, PO Box 1484, Woodstock, NY 12498 U.S.A. ("**Administrator**").
3. **Eligibility:** The BHHS Pawfect Home Contest is open only to legal residents of the 50 United States and the District of Columbia, Canada, Mexico, the United Kingdom, Portugal, Greece, and Spain, who have mental capacity and are at least eighteen (18) years of age or the age of majority in their country, province, or state of residence, whichever is older. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, Telescope, Inc., HSF Affiliates LLC, HomeServices of America, Inc., Berkshire Hathaway Energy, Berkshire Hathaway Inc., Columbia Insurance Company, BBDO Worldwide, BBDO USA, LLC dba BBDO Minneapolis, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or awarding the Grand Prizes and/or their respective parent, subsidiary, affiliated, and successor companies as well as franchisees (collectively, the "**Promotion Entities**"), and immediate family and household members of such individuals, are not eligible to enter. "**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "**Household members**" shall mean people who share the same residence at least three (3) months a year, whether related or not.

Entrants may not have been convicted of a felony or a crime of moral turpitude.
FOR RESIDENTS OF THE UNITED STATES, CANADA AND MEXICO ONLY: By entering, each Contest entrant ("**Entrant**") understands and agrees that, if selected as a potential Grand Prize Winner, he/she will be required to consent to a background check to verify eligibility; and, failure to sign such consents and authorizations and/or to furnish all required information will result in disqualification. (The preceding requirement does NOT apply to Entrants who are residents of the United Kingdom, Greece, Portugal or Spain.)

In addition, Sponsor reserves the right in its sole discretion, to disqualify a potential Grand Prize Winner if the results of such background check reveal that such Entrant is not eligible to participate in the Contest (for Entrants who are residents of the United States, Canada or Mexico) or has been convicted of a felony or a crime of moral turpitude (for all Entrants, including Entrants who are residents of the United Kingdom, Greece, Portugal or Spain), as determined by Sponsor in its sole discretion. If disqualified, a potential Grand Prize Winner will not receive any compensation of any kind nor will Sponsor or the other Promotion Entities have any liability to him/her under any legal theory.

All Entrants further understand and agree that, if selected as a potential Grand Prize Winner, Sponsor will review his/her social media accounts and, if any content included thereon is determined by Sponsor in its sole discretion to reflect negatively on Sponsor/its services or to adversely affect the goodwill and business reputation of Sponsor, Entrant will be disqualified from the Contest (even if he/she has NOT been convicted of a felony or a crime of moral turpitude). Again, if disqualified, a potential Grand Prize Winner will not receive any compensation of any kind nor will Sponsor or other Promotion Entities have any liability to him/her under any legal theory.

4. **Contest Schedule:** United States Eastern Time (“E.T.”) (e.g., New York time), corresponding to Coordinated Universal Time (UTC) minus four (4) hours. For example, where the stated time is 12:00 p.m. E.T., this time corresponds to 4:00 p.m. UTC of the same day, and where the stated time is 11:59 p.m. E.T., this corresponds to 3:59 a.m. UTC in the morning of the following day. **IMPORTANT NOTICE TO ENTRANTS: ALL TIMES LISTED THROUGHOUT THE OFFICIAL RULES ARE IN ET. ENTRANTS ARE SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME IN THEIR RESPECTIVE JURISDICTIONS.**

For the United States, Canada and Mexico, the Contest begins on Monday, April 11, 2022 at 12:00:00 p.m. E.T. and ends on Monday, June 6, 2022 at 11:59:59 p.m. E.T.; for the United Kingdom, Greece, Portugal and Spain, the Contest begins on Monday, April 18, 2022 at 12:00:00 p.m. ET and ends on Monday, June 6, 2022 at 11:59:59 p.m. E.T. (“**Promotion Period**”). Administrator’s computer is the official clock for this Contest.

5. **Contest Entry:** During the Promotion Period, navigate the internet to the website corresponding to your country of residence as per the following chart:

<u>Country of residence</u>	<u>Website</u>
Canada	BHHSpawfecthome.ca
Greece	BHHSpawfecthome.gr
Mexico	BHHSpawfecthome.mx
Portugal	BHHSpawfecthome.pt
Spain	BHHSpawfecthome.es
United Kingdom	BHHSpawfecthome.uk
United States of America	BHHSpawfecthome.com

{All Websites are collectively referred to as “**Website.**”}

You will be directed to complete the online entry form. You will be asked to provide your full name, e-mail address, city and state/province/country (your e-mail address will be used to contact you only if you are a potential Grand Prize winner). A given individual may only enter at the Website corresponding to his/her country of residence; any attempt to enter at any other Website will result in the entry being void and not accepted. You will be entered once into the Grand Prize Drawing for that Territory. A U.S. resident will automatically be entered in the Grand Prize Drawings for the U.S. and North America Territories. Completion and submission of the online entry form at the Website corresponding to one’s country of residence constitutes a “Base Entry.”

CLICK THE CHECK BOX SIGNIFYING THAT YOU MEET THE CONTEST ELIGIBILITY REQUIREMENTS AND HAVE READ AND AGREE TO THESE OFFICIAL RULES. IF YOU DO NOT CHECK THE BOX INDICATING YOUR CONFIRMATION OF AND AGREEMENT TO THE ABOVE, YOU WILL NOT BE ENTERED IN THE CONTEST AND CANNOT WIN A GRAND PRIZE.

Additional Entries: During the Promotion Period, you may obtain additional entries by sharing your entry on Facebook or Twitter. After submitting your Base Entry as set forth above, click one of the Share options (Facebook or Twitter) to share the Sweepstakes to your personal Facebook or Twitter account and receive one (1) additional “Bonus” entry (“**Bonus Entry**”). The opportunity to obtain a Bonus Entry is only available during the same online session in which Base Entry was received.

Sharing will only result in provision of Bonus Entry if (a) the Share option on the Website is used and (b) an individual does not alter or modify the entry as shared. {As used herein, "Entry" refers collectively to Base Entry and Bonus Entry.}

Limit of one (1) Base Entry and two (2) Bonus Entry per person per day during the Promotion Period, for a total of one-hundred and seventy-one (171) Entries per person for Entrants who are residents of the United States, Canada or Mexico and a total of one-hundred and fifty (150) Entries per person for Entrants who are residents of the United Kingdom, Greece, Portugal or Spain). For the purposes of this Contest, a "day" is defined as beginning at 12:00:00 a.m. (midnight) ET and ending at the following 11:59:59 p.m. ET (except for the first day of the Promotion Period*, which begins at 12:00:00 p.m. ET and ends at 11:59:59 p.m. ET). On a given day, a person may only receive two (2) Bonus Entry by sharing his/her Base Entry on Facebook AND Twitter. Multiple entries in violation of the preceding entry limit and/or mass entry attempts will result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Proof of submission of Base Entry does not constitute proof of receipt of same; proof of sharing of Bonus Entry does not constitute proof of doing so. Should receipt/sharing of entry be acknowledged, such acknowledgement does not constitute any representation as to Contest eligibility, notification of winning nor is it otherwise binding upon Sponsor or Administrator. By entering this Contest, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Contest.

*For Entrants who are residents of the United States, Canada or Mexico: April 11, 2022; for Entrants who are residents of the United Kingdom, Greece, Portugal or Spain: April 18, 2022.

Entries that are incomplete, garbled, corrupted, jumbled, inaccessible, improperly recorded (or not recorded at all) or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion (and for Bonus Entries, operation of the functionality of Facebook and/or Twitter), are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter (or associated with the Facebook or Twitter account used to share the entry) will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By accepting a prize (except where prohibited by law) winner consents to use by Sponsor and its designees (including prize partner[s]) of their name, city, state/province/country, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without further compensation, notification, permission, or approval.

FOR THE AVOIDANCE OF DOUBT, YOUR ENTRY IS ONLY VALID FOR A CHANCE TO WIN THE GRAND PRIZE FOR THE TERRITORY WHICH INCLUDES ONE'S COUNTRY OF RESIDENCE (U.S. RESIDENTS WILL BE ENTERED IN BOTH THE U.S. GRAND PRIZE DRAWING AND THE NORTH AMERICA GRAND PRIZE DRAWING).

If you choose to participate in the Contest by using your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

6. Random Drawings/Selection of Winners:

Prize winners (each a “**Grand Prize Winner**”, collectively referred to herein as “**Prize Winners**”) will be selected from among all eligible entries received via random drawing. There will be five (5) separate random drawings, with two (2) Prize Winners drawn in the U.S. Grand Prize Drawing and one (1) Prize Winner drawn in each of the other three (3) Territorial Grand Prize Drawings; that is; North America (U.S., Canada, Mexico); United Kingdom/Portugal/Greece; Spain. All drawings will take place on or about June 14, 2022 and will be conducted at Administrator's offices. Each Grand Prize Drawing will consist only of all eligible entries received for the corresponding Grand Prize Drawing. (Non-winning entries from one Grand Prize Drawing will not be retained for any other Grand Prize Drawing; except that non-winning entries from the U.S. Grand Prize Drawing *WILL* be retained for the North America Grand Prize Drawing.) The drawings will be conducted by Administrator, an independent organization/administrator whose decisions are final and binding on all matters related to the Contest.

Odds of winning depend on the total number of eligible entries received for applicable Grand Prize Drawing.

7. Prizes and Retail Values:

Grand Prizes (5 winners): Each Grand Prize winner will receive a custom-made pet home. Specifics of pet home will depend on winner's pet (for example, dog or cat) and the available space at specified outdoor location for installation of pet home, be it the winner's residence or another venue. Winner must be the owner of location for installation of pet home and/or have the written prior consent of owner(s) of location; winner may be required to furnish proof of ownership and/or such consents of owner(s) in conjunction with prize award and acceptance. Selected site for installation of pet home is subject to approval of Sponsor and third-party contractor in their sole discretion. AWARD OF PET HOME IS SUBJECT TO WINNER'S COMPLIANCE WITH ALL APPLICABLE LAWS AS WELL AS ANY POLICIES OF A HOMEOWNER'S ASSOCIATION OR LIKE NON-GOVERNMENTAL ENTITY. IT IS WINNER'S SOLE RESPONSIBILITY AT HIS/HER OWN EXPENSE TO OBTAIN ANY GOVERNMENTAL PERMITS AND/OR LICENSES THAT MAY BE REQUIRED FOR INSTALLATION OF THE PET HOME. SPONSOR IS NOT RESPONSIBLE FOR YOUR COMPLIANCE WITH SUCH LAW OR POLICIES. Pet home will be installed by a contractor of Sponsor's sole choosing. Delivery and installation of pet home is subject to availability of materials and labor. Sponsor anticipates having pet home delivered/installed at applicable location within one (1) year of winner verification, with the understanding that this is a projected deadline and in no way binding upon Sponsor under any legal theory. Sponsor will advise winner of delivery date/installation date (which may not be the same) when established; it is winner's sole responsibility to be available at such

time(s), with the understanding that contractor may require several hours or more to install pet home. Winner must provide contractor safe and uninterrupted access to specified location for installation of pet home during such time period and agrees to fully cooperate with contractor relative to installation of pet home. Winner must prepare site for installation of pet home to contractor's reasonable satisfaction at winner's sole expense, including the removal of impediments, refuse and debris. Winner acknowledges and agrees that installation of pet home may result in damage to his/her property and, to the fullest extent permitted by law, winner releases and agrees to hold harmless Promotion Entities from any liability for same under any legal theory. Winner understands that any desired insurance relative to installation of pet home is his/her sole responsibility. Winner will also bear sole responsibility for maintenance and upkeep of pet home once installed. TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR, ADMINISTRATOR AND PROMOTION ENTITIES MAKE NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND, INCLUDING THE WARRANTY OR MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE, AS TO THE PET HOME INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF SAME.

ARV of each Grand Prize is up to \$5,000.00 (USD). Actual final value of Grand Prize may be higher or lower based on the specifics of pet home awarded to a given Grand Prize winner. If value of pet home is less than \$5,000.00 (USD), no additional compensation will be provided.

No substitution or transfer of prize except with Sponsor's permission. Sponsor in its sole discretion may award a substitute prize of equal or greater value if advertised prize is unavailable at time of awarding for a justified reason. Prize is NOT redeemable or exchangeable for cash or credit. Any images of prize in advertising are for illustrative purposes only and actual item awarded as prize may differ from such images. **All applicable federal, state, foreign, provincial, and local taxes are the sole responsibility of winner except where prohibited by local laws in each Territory.** Grand Prize winner will receive either (i) if a U.S. resident, a 1099 tax form reflecting actual value of prize as it is valued at over \$600 (USD), or (ii) if not a U.S. resident, an IRS Form 1042-S, W-8Ben, or any applicable tax forms. A non-U.S. resident winner may be responsible for U.S. foreign withholding tax on Grand Prize in addition to any taxes that may be levied by his/her country of residence on value of prize won. All taxes are the sole responsibility of the winners.

Limit of one prize per person and per household or address, except where local legislation provides otherwise.

Approximate Retail Value of all prizes: up to \$25,000.00 (USD).

Approximate Retail Value of all prizes offered to U.S. Residents; up to \$15,000.00 (USD).

- 8. Winner Notification:** Each Grand Prize Winner will be contacted by email on or about June 14, 2022. Each Grand Prize Winner will be required to sign and return by email, within ten (10) business days of notification, an Affidavit of Eligibility, Release and Indemnification, a Publicity Release where allowed by law, and (if Winner is a resident of the United States, Canada or Mexico) the necessary paperwork for a background check (collectively, "**Contest Documents**"). If the Affidavit of Eligibility, Release and Indemnification, and Publicity Release, or any other portions of the Contest

Documents are not returned to Sponsor within the specified time period and the Winner cannot be contacted after two (2) attempts within ten (10) business days of notification, the Grand Prize Winner may be disqualified. If a Grand Prize Winner is disqualified for any reason, there will be no prize of any kind awarded and an alternate Grand Prize Winner will be drawn randomly from among all remaining eligible entries received for the corresponding Territorial Grand Prize Drawing.

If a Canada or Mexico resident's entry is selected in the North America Grand Prize Drawing, he/she will be required to correctly answer a mathematical skill-testing question without mechanical or other assistance of any kind, within a predetermined time limit, as a pre-condition to becoming a potential winner.

For Québec Residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

9. **Conditions and Limitations of Liability:** Subject to liability in relation to any “Non-Excludable Guarantees” as defined below and subject to the below paragraph relating to Entrants from the United Kingdom and as long as this is not prohibited by mandatory local law or public policy by participating in this Contest, Entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents, and representatives, and each of their respective successors, representatives, and assigns, as well as Meta Platforms, Inc. and Twitter, Inc. (collectively, the “**Released Parties**”) from any and all actions, claims, injury, loss, or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, receipt, possession, use, or misuse of any prize. All federal, state, provincial, and local laws and regulations apply.

Nothing in these Official Rules excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official Rules to be void (“**Non-Excludable Guarantees**”) or any other liabilities which shall not be excluded under mandatory local law or public policy. Subject to the limitations in the preceding sentence, the Sponsor excludes from these Official Rules all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non-Excludable Guarantee or any other liabilities which shall not be excluded under mandatory local law or public policy, the Released Parties exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits), whether direct, indirect, special or consequential, arising in any way out of the Contest, including for failed, partial, or garbled computer transmissions, or for technical failures of any kind affecting the Contest in any manner, including but not limited to electronic malfunction or damage of any network, hardware, or software. The foregoing also includes any malfunction, error, or failure deemed by Sponsor or Administrator in the discretion of either party to impact the availability or accessibility of Entries submitted and/or shared by Entrants or the transmission or receipt of winner notifications. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures beyond Sponsor’s control that corrupt or affect the administration, security, fairness, integrity,

or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process. In such event, Sponsor reserves the right to conduct the Contest and award the prizes for affected Territorial Grand Prize Drawing(s) by means of a random drawing from among all eligible Entries received for such affected Territorial Grand Prize Drawing(s) prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, appropriate, and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination, modification, or suspension of Contest will be posted on the Website(s) of affected Territory. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of Entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any person's computer or wireless mobile device related to or resulting from participation in or downloading any materials from this Contest. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

You agree not to damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

In respect of Entrants from the United Kingdom and Portugal, notwithstanding anything to the contrary, nothing in these Official Rules shall exclude or limit a party's liability for death or personal injury resulting from that party's negligence, for fraud or fraudulent misrepresentation or for any other matter where liability may not as a matter of law be limited.

- 10. Disputes:** For Entrants who are legal residents of the United Kingdom, Greece, Spain or Portugal: These Official Rules shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

For Entrants who are legal residents of the U.S., Canada or Mexico: These Official Rules shall be governed by the law of the U.S. state of Delaware and the parties submit to the non-exclusive jurisdiction of the courts of the U.S. state of Delaware.

Except where prohibited, Entrant agrees that: (a) any and all disputes, claims, or causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and, to the extent permitted by compulsory local law in the relevant State or Territory of the Entrant's country of residence, expressly waiving any right of *forum non conveniens*, change of venue or the like; (b) any and all claims, judgments, or awards, to the extent permitted by compulsory local law in Entrant's country of residence, shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental, and 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, except where compulsory local law in Entrant's country of residence provides otherwise.

11. **Severability:** If any part of these Official Rules shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules. In such circumstance, the provision declared invalid or unenforceable shall be re-drafted as closely to the original provision as allowed by law, so as to give effect to Sponsor's intent.
12. **Language Discrepancies:** Should there be any discrepancy between the English language version of these Official Rules and the version of the Official Rules as translated into another language, the English language version shall prevail, govern, and control in all respects.
13. **Data Protection; Privacy Policy:** Your personal information will be collected for the purposes of conducting this Contest. Use of personal information shall be subject to the privacy policy located at www.bhhs.com/privacy-policy ("**Privacy Policy**"). The Privacy Policy contains information about how an Entrant can access or correct personal information held about them or to make a privacy complaint. Please note that your personal information will be transferred to overseas recipients, including in countries such as the United States. The methods used to protect and safeguard your personal information in the event of such transfers are set out in the Privacy Policy.

The following paragraph applies to Entrants from the United Kingdom, Greece, Portugal, or Spain: Any personal information collected from Entrants will be used by Sponsor/Administrator at the direction of Oastcrown Properties Limited trading as Berkshire Hathaway HomeServices Kay & Co., (Company Number 01647019), 24025 Albion Street, St. George's Fields, London W2 2AX, United Kingdom. Personal information collected from Entrants will be used by Sponsor/Administrator solely in connection with the Contest and will not be disclosed to any third party or used for any other purpose except for the purpose of operating the Contest, fulfilling prizes where applicable, and any other use mentioned within this clause. The declared prize winners' name and a reference to its winning entry will be made available on request in accordance with Section 14 (Winners' List) below. The personal information may be transferred outside the European Union to overseas recipients, including in countries such as the United States. The duration of the retention of the information is until December 31, 2022. Entrants have a right to access, correct and have their personal data deleted from Sponsor's database and to set the consequences of his/her death on his/her personal data. Entrants can exercise these rights by sending a written request to Oastcrown Properties Limited trading as Berkshire Hathaway HomeServices Kay & Co at the address above.

Personal information includes name, e-mail address, and likeness and will be used as set out in these Official Rules including: (a) to conduct the Contest as described in these Official Rules; and (b) to contact potential winners.

14. **Winners' List:** For the list of winners (first name and first initial of last name, as well as country of residence) send an e-mail that includes the subject line: The BHHS Pawfect Home Contest Winners, to winnerslist@probabilityworks.com, for receipt no later than July 29, 2022 at 4:59 p.m. E.T..