

## **OFFICIAL RULES**

### **2018 Universal Windows Direct “Home Makeover” Sweepstakes**

NO PURCHASE, ACCOUNT OPENING, LOAN APPLICATION, CONTRIBUTION OR TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. This game may not be used to conduct, advertise, or promote any form of gambling.

#### **1. ELIGIBILITY.**

The 2018 Universal Windows Direct “Home Makeover” Sweepstakes (“Sweepstakes”) is open to natural persons who are legal residents of the United States, at least 18 years old at the time of entry with a valid driver’s license, and whose primary residence is located in the State of Indiana. The Sweepstakes and any websites, social media pages, and advertisements relating to the Sweepstakes are intended for viewing only within Indiana. Employees, representatives, officers, and directors of Universal Windows Direct, LLC (“Sponsor”), the Indianapolis Colts, Inc. (“Club”), or the National Football League (“NFL”) (collectively, “Released Parties”) and their respective parents, affiliates, subsidiaries, or any other entity involved with the development, production, implementation, administration, judging, execution, or fulfillment of the Sweepstakes and their immediate families (spouse, parents, siblings, and children) and their household members (whether related or not) are not eligible to participate in the Sweepstakes or win a prize. The Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited.

#### **2. SWEEPSTAKES PERIOD.**

The Sweepstakes starts on November 5, 2018 at 12:01 AM EST and ends on December 10, 2018 at 11:59 PM EST (“Sweepstakes Period”). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules. All entries become the property of Sponsor and Club and will not be acknowledged or returned.

#### **3. HOW TO ENTER.**

Participants can register to win one of two ways: (1) by visiting [www.colts.com/uwdhomemakeover](http://www.colts.com/uwdhomemakeover) where they can complete and submit the Sweepstakes registration form (“Entry Process”); or (2) mail a 3” x 5” card containing Participant’s complete name, mailing address, city, state, zip, daytime phone number, and date of birth to “Home Makeover Sweepstakes,” Attn: Partnership Department, 7001 W. 56<sup>th</sup> Street, Indianapolis, Indiana 46254. Limit one registration per Participant, per email address, and per household regardless of Entry Process. Multiple submissions may result in disqualification. The use of script, macro, other automated means, or any other device to subvert the registration process is prohibited and all such registrations will be void. In the event of a dispute as to the identity of Participant based on the e-mail address submitted at the time of registration, entry will be awarded to the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules. All online registrations must be accepted, and acknowledged, by Club’s computer servers by the end of the Sweepstakes Period (as determined by Club in its sole discretion) to be considered valid, timely, and eligible. All mailed entries must be delivered and received by Club no later than the end of the Sweepstakes Period. Participants’ personally identifiable information will only be used in accordance with the Club’s Privacy Policy, as posted on <https://www.colts.com/footer/privacy-policy>.

#### **4. WINNER SELECTION**

One winner will be randomly selected from all eligible entries received via the Entry Process by the Club. By participating, Participants agree to these Official Rules and to the decisions of Sponsor and Club, which will be final and binding in all respects.

## **5. WINNER NOTIFICATION.**

The winner will be notified the week of December 11, 2018. If the prize winner does not acknowledge the prize within 48 hours of notice, an alternative winner will be randomly selected and notified until the Grand Prize is claimed. The prize winner and his or her guests, will be required to sign a Declaration of Eligibility, Release, and Indemnification Form that: (i) releases, indemnifies, and holds harmless the Club, the NFL, Sponsor, and their respective parents, affiliates, subsidiaries and successor companies, and their respective owners, officers, directors, employees, agents, and representatives, advertising agencies, and Sweepstakes' sponsors from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from participating in the Sweepstakes or awarding, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes; (ii) contains the winner's agreement to be bound by the Sweepstake's Official Rules; and (iii) authorizes Club and Sponsor to use the winner's and guests' name(s), likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media. If a prize winner fails to sign the Declaration of Eligibility, Release, and Indemnification Form within seven business days of receipt, the prize winner may be disqualified.

## **6. GRAND PRIZE.**

**Prizes:** One winner will receive a \$5,000.00 home makeover courtesy of Sponsor, which includes products and services provided by Sponsor. Sponsor will determine which products and services will be provided. The winner will also win a Colts VIP game day experience which includes four sideline seats to the December 23, 2018 Colts home game against the New York Giants, four VIP sideline passes, one single game parking pass, and four autographed footballs. The actual retail value of the Prize is approximately \$6,000.00 USD. Chances of winning are dependent upon the number of eligible entries received. Prizes are not transferrable or assignable. No cash alternative is available. Sponsor reserves the right to substitute a prize of equal or greater value for any reason.

All costs and expenses associated with the acceptance and use of the Grand Prize not specified herein as being awarded, including, but not limited to, all federal, state, and local taxes, are the prize winner's sole responsibility. Club and Sponsor are not responsible for the cancellation of any event. The Grand Prize details are at the sole discretion of Club and Sponsor. Total actual retail value of the Grand Prize is \$6,000.00. No cash alternative is available. No transfer, assignment, or substitution of prize (or portion thereof) is permitted except by the Club and Sponsor which reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value as determined by Club and Sponsor. Odds of winning depend on the number of entries received during the Sweepstakes Period.

## **7. MISCELLANEOUS.**

Club and Sponsor are not responsible or liable for: lost, incomplete, inaccurate, garbled, late, delayed, undelivered, or misdirected information or registrations, User ID's, or submissions; theft, destruction or unauthorized access to, or alteration of, submissions or registrations; failures or malfunctions of connections, cable, fiber-optics, network, satellite, Internet Service Provider (ISP), phones, phone-lines or telephone 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 for any technical problem, including but not limited to any injury or damage to Participant's or any other person's computer related to or resulting from participation in this Sweepstakes; typographical, printing or other errors in these Official Rules, in any Sweepstakes-related advertisements or other materials; the administration of the Sweepstakes, the processing of entries, selections or registrations, the selection or announcement of the potential winner or the distribution of the Grand Prize; or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing or otherwise.

By entering the Sweepstakes, each Participant agrees that: (i) Club and Sponsor and their respective designees may use (unless prohibited by law) Participant's and guests', name, city, and state of residence,

photograph and/or likeness for advertising, promotional, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification; (ii) Club reserves the right to conduct a background check and entry in the Sweepstakes constitutes Participant's permission for Club to conduct such background check, provided that, to the extent additional authorization is necessary under law, Participants shall authorize such check. Club reserves the right (at its sole discretion) to disqualify any Participant based on the results of the background check or failure of the Participant to properly authorize such check; and (iii) Club and Sponsor, and their respective parents, affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held harmless, discharged, and released by Participant for any claim, action, liability, loss, injury, or damage to Participant or any other person or entity, including, without limitation, personal injury or death to Participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the Participant's participation in the Sweepstakes or Participant's acceptance, possession, use, or misuse of any prize or participation in this Sweepstakes, even if the loss, injury, or damage is caused by Club's or Sponsor's ordinary negligence.

The Club, in its sole discretion, reserves the right to: (i) disqualify any person who tampers with the Entry Process, the operation of the Sweepstakes Page, or any other component of this Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate this Sweepstakes (or any portion thereof) for any reason, including should a virus, bugs, non-authorized human intervention, or other causes, including but not limited to war, strikes, and/or acts of God, that corrupt or impair the administration, security, fairness or proper play of this Sweepstakes and, in the event of termination, at its discretion, award prizes for completed portions of the Sweepstakes (or applicable portion of the Sweepstakes) to the highest scoring eligible non-suspect Participants (as determined by Club) as of the date of the event requiring such termination in accordance with these Official Rules.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

## **9. TAXES.**

Any valuation of the prize stated above is based on available information provided to Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Prize winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide Club and Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 USD in prizes from Club will receive an IRS form 1099 after the end of the calendar year and a copy of such form will be filed with the IRS.

## **10. DISPUTES.**

Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana; (ii) 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 (iii) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL PARTICIPANTS. All issues and questions concerning the construction, validity, interpretation, and enforceability of these

Official Rules, or the rights and obligations of the Participant and Club in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

**11. WINNER'S NAME.**

For the name of the Home Makeover winner, send a self-addressed stamped envelope to Universal Windows Direct "Home Makeover" Sweepstakes, Attn: Partnership Department, 7001 West 56th Street, Indianapolis, IN 46254 for receipt no later than December 31, 2018. The prize winner's name (first name, last name), and city of residence, will be provided after the conclusion of the Sweepstakes and the Grand Prize has been awarded.

**12. SPONSOR.**

This Sweepstakes is sponsored by Universal Windows Direct, LLC, located at 3956 E. Pendleton Way, Indianapolis, Indiana 46220.