

Timberline Landscaping

Official Rules: “Colorado Springs Christmas Lights Guide Scavenger Hunt” Contest

I. CONTEST DESCRIPTION:

Timberline Landscaping, 2480 N. Powers Blvd., Colorado Springs, CO 80915, sponsors “Colorado Springs Christmas Lights Guide Scavenger Hunt” Contest (the “Contest”). The Contest entry period begins at 12:00 AM MST, Thursday, December 1st, 2016, and ends at 11:59 PM MST, Monday, January 2nd, 2017 (the “Entry Period”). Timberline Landscaping shall be the official timekeeper for the Contest.

II. HOW TO ENTER CONTEST:

*There is one way to enter the Contest. **No purchase or payment is necessary to enter or win this promotion. A purchase will not increase your chances of winning.***

Visit <http://timberlinelandscaping.com/colorado-springs-christmas-lights-guide> (the “Contest Site”) during the Entry Period. All of the Contest information will be posted at the Contest Site throughout the Contest. To be eligible to participate, each entrant will be asked to submit their picture to Facebook, Twitter, e-mail or U.S. Postage. Official Entries must be submitted prior to 11:59 PM MST on the final day of the Entry Period. Participants must be over the age of 18 or must have their parent or guardian’s permission to enter if they are under the age of 18. There is no limit to the number of times participants may enter the Contest. Participants must reside within the state of Colorado. The First Grand Prize winner will receive a SnowBoogie Sled and a Snowball Maker. The Second Grand Prize Winner will receive a Snowball Shooter, Snowman Kit, and a Snowball Maker. The Third Grand Prize Winner will receive a 48 inch Snow Tube Sled and a Snowball Maker. Winners will be chosen by

Timberline Landscaping's contest team, based on creativity and originality. Winners will be announced in the month of January 2017. Where a dispute arises about who submitted an online entry, the entry will be deemed submitted by the holder of the email account provided on the Official Entry Form. Potential winners may be required to submit proof that they are the authorized account holder. By entering this Contest, each entrant fully and unconditionally agrees to allow Timberline Landscaping to use their email address for subsequent communications. You may receive communications from Timberline Landscaping related to products and services that might interest you. However, you will at all times be able to opt out from receiving these communications by specifically opting out from a link which will be provided within the email. Odds of winning depend on the number of eligible entries received. Any entries received after the specific end time will not be eligible to be included in the Contest and shall be disregarded. The above-noted deadline is final. Entries become property of Timberline Landscaping and will not be returned.

Timberline Landscaping is the official timekeeper for the Contest.

A. ALTERNATE ENTRY METHOD:

Participants can enter by mailing their first name, last name, email address, phone number and mailing address along with their drawing to: Timberline Landscaping – "Colorado Springs Christmas Lights Guide Scavenger Hunt" contest, 2480 N. Powers Blvd., Colorado Springs, CO 80915.

III. ELIGIBILITY:

This Contest is open to any individual who, as of the beginning of the Entry Period, (a) is a legal resident of the continental U.S. (excluding Alaska, Hawaii, Rhode Island, Guam, Puerto Rico, and all other U.S. territories and possessions) (the "Eligibility Area"); (b) is 18 years of age or older at the date of entry or has their parent or guardian's permission to enter; and (c) lives in Timberline Landscaping's areas of service, in Colorado. Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households, whether related or not) of Timberline Landscaping, and its respective divisions, affiliates, subsidiaries, agents and advertising

agencies (collectively, the “Contest Providers”), are not eligible to participate in the Contest or to win any prize. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply. All Potential Winners are subject to verification by the Contest Providers, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any prize, even if the Contest should so indicate, unless and until entrant’s eligibility has been verified, and entrant has been notified verification is complete.

IV. PRIZE:

The prize descriptions are on entry forms and advertisements for the Contest. Values of the Grand Prizes are approximately \$50.00 each. The prizes are subject to certain restrictions and qualifications of the Contest Providers. Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Contest Providers’ sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions of prizes are permitted. Additional restrictions may apply. All prizes will be awarded.

V. PRIZE DRAWING:

A. Grand Prize – *The First Grand Prize Winner will receive a SnowBoogie Sled and a Snowball Maker.*

The Grand Prize Winner will be chosen before January 31, 2017. The selection process will be conducted by the Contest Providers, whose decisions are final and binding on all aspects of this Contest. The potential Prize Winners will be notified on or within three (3) business days after the drawing dates and times, by phone or email. Failure of the potential Prize Winners to respond within three (3) days from such notification referred to above may result in disqualification and the selection of an alternate Grand Prize Winner. Alternate Grand Prize Winners will be selected in the event the prize cannot be awarded to the potential Prize Winners drawn. By entering the drawing, each entrant agrees to be bound by these rules and the decisions of the Contest Providers. In the event of non-compliance, an alternate Prize Winner may be selected. All prizes will be awarded.

VI. CONDITIONS, DISCLAIMERS, AND LICENSE:

A. *By entering this Contest, each entrant fully and unconditionally agrees to be bound by these Official Rules and by all decisions of the Contest Providers (which decisions are final and binding on all matters relating to the Contest) and to comply with all federal, state and local laws and regulations. The decisions of the Contest Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. In the event of non-compliance, an alternate prize winner may be selected. Entries and other submitted materials become the property of the Contest Providers and/or its promotional partner(s) and will not be acknowledged or returned. Neither the Contest Providers nor internet access providers are responsible for incomplete, late, lost, misdirected or postage-due mail or for any technical malfunction, human error, lost/delayed data transmission, omission, and interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Contest Providers make no warranties, and hereby disclaim any and all warranties, express or*

implied, concerning any prize furnished or made available in connection with the Contest. Although Timberline Landscaping attempts to ensure the integrity of the Contest, the Contest Providers are not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. The Contest Providers are not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Contest or downloading materials from or using the Contest Site. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of the Contest Providers, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Contest Providers reserve the right in their sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify or suspend all or any part of the Contest, and to select a winner from among all eligible entries received up to the time of such cancellation, termination, modification or suspension, as applicable. Any entries that occur after the Contest site has failed for any reason may be deemed a defective entry and considered void, at the sole discretion of the Contest Providers. The failure by the Contest Providers to enforce any of these Official Rules shall not constitute a waiver of that provision.

B. All taxes (including without limitation Federal, state and local taxes) in connection with any prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winners. Each Prize Winner will be required to sign an Affidavit of Eligibility, Liability Release, Publicity Release (unless prohibited by law), Address Verification and other registrations and participation information requested by the Contest Providers (unless prohibited by law). You are not a winner until your submissions are validated. Failure to complete, sign and return all required documents within fourteen (14) days of delivery to potential winner's claimed address or return of prizes as undeliverable may result

in disqualification and selection of an alternate winner, at the sole discretion of the Contest Providers.

C. By entering this Contest, unless prohibited by law, the potential Prize Winner consents the use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Contest, unless prohibited by law, the potential Prize Winner agrees to grant the Contest Providers, and their respective licensees, affiliates and assigns, the right to print, publish, broadcast and use worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner's respective name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming, audio, video, electronic or other recordings and/or interviews, as may be determined from time to time by the Contest Providers in their sole discretion.

VII. CONDUCT:

THE OFFICIAL RULES WILL BE POSTED AT THE CONTEST SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS CONTEST, ENTRANTS (A) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE CONTEST PROVIDERS (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING WITHOUT LIMITATION DECISIONS REGARDING ELIGIBILITY, WINNERS AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES; AND (B) REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE. THE CONTEST PROVIDERS RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE CONTEST OR OTHER PROMOTIONS OF THE CONTEST PROVIDERS, ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST OR THE CONTEST SITE;

TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE CONTEST SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; TO HAVE FAILED TO AGREE TO THESE OFFICIAL RULES; OR TO BE IN VIOLATION OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD THE CONTEST PROVIDERS BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE CONTEST PROVIDERS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

VIII. RELEASE AND INDEMNIFICATION:

BY ENTERING, ENTRANT AGREES TO HOLD HARMLESS AND INDEMNIFY TIMBERLINE LANDSCAPING STORES AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LIABILITY, DAMAGES OR CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED), WITH RESPECT TO OR ARISING OUT OF (I) ENTRANT'S PARTICIPATION IN THE PROMOTION, OR (II) THE RECEIPT OR USE OF THE PRIZE AWARDED HEREIN. ACCEPTANCE OF PRIZE OFFERED CONSTITUTES PERMISSION TO USE WINNER'S NAME, VOICE, BIOGRAPHICAL INFORMATION AND/OR LIKENESS FOR PURPOSES OF ADVERTISING AND TRADE BY TIMBERLINE LANDSCAPING WITHOUT FURTHER AUTHORIZATION, COMPENSATION IN ALL MEDIA NOW KNOWN OR HEREAFTER DISCOVERED WORLDWIDE AND ON THE WORLD WIDE WEB WITHOUT NOTICE OR REVIEW OR APPROVAL AS PERMITTED BY LAW. BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF TIMBERLINE LANDSCAPING. TIMBERLINE LANDSCAPING IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER, ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF PRIZE. BY ACCEPTING A

PRIZE, WINNER AGREES TO RELEASE AND HOLD BRAUM'S ICE CREAM AND DAIRY STORES, ITS AFFILIATES AND SUBSIDIARIES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND RESULTING FROM ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE TO BE BOUND BY THE OFFICIAL RULES.

IX. LIMITATION OF LIABILITY:

IN NO EVENT WILL THE CONTEST PROVIDERS 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 ANY ACCESS TO AND/OR USE OF THE CONTEST SITE, THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST SITE, THE REMOVAL FROM THE CONTEST SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

X. GOVERNING LAW:

The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Oklahoma (as distinguished from the choice of law rules) and the United States of America, applicable to contracts made and performed entirely in Oklahoma and where the relevant contacts are with such state. All applicable federal, state and local laws and regulations apply.

XI. MISCELLANEOUS:

A. Dates and Deadlines:

Because of the unique nature and scope of the Contest, the Contest Providers reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

B. Severability; Headings:

If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

C. Winners:

A listing of the Prize Winner(s) will be posted on the Timberline Landscaping website after the winners have been notified and have responded. Please visit <http://timberlinelandscaping.com/colorado-springs-christmas-lights-guide> for a complete list.