

## **Homes.com Coffee Connections Giveaway TERMS AND CONDITIONS**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR CLAIM A REWARD IN THE HOMES.COM COFFEE CONNECTIONS GIVEAWAY (“GIVEAWAY”). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND WHO WERE INVITED BY SPONSOR VIA EMAIL OR DIRECT MAIL TO PARTICIPATE IN THIS GIVEAWAY. PARTICIPATION CONSTITUTES PARTICIPANT’S FULL AND UNCONDITIONAL AGREEMENT TO THESE TERMS AND CONDITIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY.**

**SUBJECT TO FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES. VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, U.S. MILITARY INSTALLATIONS LOCATED IN FOREIGN COUNTRIES, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Giveaway is sponsored by CoStar Realty Information, Inc. (“Sponsor”), 1331 L Street, NW, Washington, DC 20005, and is administered by Realtime Media LLC (“Administrator”).

- 1. GIVEAWAY PERIOD:** The Giveaway begins at or around 12:00 a.m. Eastern Time on **October 9, 2024** and ends at 11:59 p.m. Eastern Time on **January 9, 2025** or whenever all rewards have been awarded, whichever is sooner (“Giveaway Period”). “Rewards” (defined below) will be available on a first-come, first-served basis. Administrator’s server will be the official timekeeper for the Giveaway.
- 2. ELIGIBILITY:** The Giveaway is only open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age or older at the date/time of participation and who were invited by Sponsor via email or direct mail to participate in the Giveaway (each an “Eligible Participant”). Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, legal counsel, advertising, public relations, fulfillment, marketing and promotional agencies and suppliers involved in the Giveaway (“Program Entities” or “Released Parties”), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws, regardless of where they live) and persons residing in the same household as such individuals are not eligible to participate. Void where prohibited or restricted by law.
- 3. HOW TO PARTICIPATE IN THE GIVEAWAY:** During the Giveaway Period, if you receive an emailed or direct mail invitation from Sponsor to participate in the Giveaway, follow the links and/or instructions in the invitation to participate. You will first need to log in to your profile on Homes.com. Next, invite a client to connect on Homes.com. Finally, do one or more of the following: a) create a search, b) share a listing, and/or c) send a message through Homes.com. Once you have taken all of the above steps, you will be eligible to receive your Reward in the form of a digital gift card code via email within seven (7) business days. If you do not take all of the steps above within the required time frame, you will not be eligible for a Reward. You must be one of the first 5,000 Eligible Participants to take the required steps in order to receive a Reward (defined below) in this Giveaway.

**Limit one (1) Reward per person during the Giveaway Period.** Any attempt by any Eligible Participant to obtain more than one (1) Reward by using multiple/different email addresses, physical addresses, identities, registrations and logins, or any other methods will void that person’s participation and that he or she will be disqualified from the Giveaway. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the

authorized account holder of the email address used to complete the claiming process will be deemed to be the Eligible Participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. A potential Reward recipient may be required to show proof of being the authorized account holder and/or to provide government identification to validate physical address.

- 4. REWARDS:** The first 5,000 eligible Participants who successfully complete the required steps as described above during the Giveaway Period will receive one (1) \$25 digital Starbucks® Gift Card, terms and conditions apply (each, a “Reward”). The Approximate Retail Value (“ARV”) of each Reward is \$25.

Each Reward will be emailed to the Eligible Participant's email address in Sponsor's records within seven (7) business days after completion of the entry steps, no later than seven (7) business days after the Giveaway Period ends. No more than 5,000 Rewards will be fulfilled.

Starbucks is not a participating partner or sponsor in this offer.

- 5. REWARD RESTRICTIONS:** No Reward transfer or cash redemption. No Reward substitution, in whole or in part, except by Sponsor who reserves the right to substitute the Reward for something of comparable or greater value, in its sole discretion. Any stated difference between the approximate retail value and actual value of Reward or any substituted Reward will not be awarded. All federal, state, and local taxes on Rewards are the sole responsibility of recipient. All costs and expenses not specified herein as being awarded are the sole responsibility of recipient. Any un-awarded, unclaimed, or voided Rewards will not be awarded. Sponsor and Administrator are not responsible for any change of email address and/or mailing address of Eligible Participants or recipients.
- 6. LIMITATION OF LIABILITY:** By participating in this Giveaway, participants agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable Reward- or Giveaway-related notifications; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Giveaway; (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Giveaway, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Giveaway or the Reward; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Giveaway, including, but not limited to, any Giveaway-related activity or element thereof, and the participant's

requests, participation or inability to participate in the Giveaway or use the Reward; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Reward (or any component thereof); (d) any change in the Reward (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Giveaway Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

Participants agree that Sponsor and Administrator, and each of their parents, affiliates, subsidiaries, retailers, distributors, advertising and promotion agencies, suppliers, and those acting pursuant to its authority except where prohibited by law, shall have the right and permission to print, publish, broadcast, and use worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Eligible Participant's name, portrait, picture, voice, likeness and biographical information for advertising, trade, and promotional purposes (including the announcement of his or her name on television or radio broadcast) without further consideration, compensation, permission, or notification.

If, for any reason, the Giveaway is not capable of running as planned, or the integrity and or feasibility of the Giveaway is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, in its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Giveaway and/or proceed with the Giveaway in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

7. **USE OF DATA:** Sponsor will be collecting personal data about Eligible Participants online, in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at <https://www.homes.com/about/policies/>. By participating in the Giveaway, Eligible Participants hereby agree to Sponsor's collection and usage of their personal information for purposes of the Giveaway and acknowledge that they have read and accepted Sponsor's Privacy Policy.
8. **DISPUTES: THIS GIVEAWAY IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE DISTRICT OF COLUMBIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE DISTRICT OF COLUMBIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE DISTRICT OF COLUMBIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY**

**PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.**

9. **GENERAL:** This Giveaway is subject to all federal, state and local laws and regulations. Receiving a Reward is contingent upon fulfilling all requirements set forth herein. Giveaway valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Any attempted form of participation in this Giveaway other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Giveaway, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Giveaway. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Giveaway will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE GIVEAWAY OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Giveaway details contained in these Terms and Conditions and the Giveaway details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Giveaway as set forth in these Terms and Conditions shall prevail.

**10. Giveaway Sponsor**

CoStar Realty Information, Inc., 1331 L Street, NW, Washington, DC 20005

**11. Giveaway Administrator**

Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428

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