



Presented by:



HOME SOURCE

2019 Coldwell Banker Home Source Home Makeover Contest Rules/Outline

One entrant will be selected via random drawing weekly from all eligible entries to be a finalist, of which one winner will be reviewed and selected from the finalists of the Home Makeover Contest.

Entries will be accepted beginning April 1st through the deadline June 28th at noon PST. Finalists will be drawn every Friday at noon beginning April 5th and ending with June 28th. Should you be selected as a finalist, you will be asked to interview with a Coldwell Banker Home Source (CBHS) staff member, in order to further explain why you want to be selected as the winner. By July 20, 2019, the winner will be chosen from the finalists and then notified soon thereafter.

The makeover will be coordinated with the winner and will commence within approximately 60 days of notification and be completed within a reasonable time period, maximum of five months.

The full extent of the makeover, including which areas of the home will be made over, will be determined by CBHS. All vendors and subcontractors used will provide their expertise, insurance and guarantees. CBHS will not warranty any services or products provided.

Entrant must be at least 18 years of age and own the residence listed on the contest entry form. One entry per household per year.

The residence must be located in one of the following cities: Adelanto, Apple Valley, Barstow, Hesperia, Victorville, Helendale, Lucerne Valley, Wrightwood, Phelan, Pinon Hills or Oak Hills.

No purchase necessary.

No agent or employee of CBHS or Coldwell Banker Commercial may enter to win, nor members of such person's immediate families.

You must complete the CBHS Home Makeover application and sign the applicant release agreement (attached) in order to be considered to participate as part of "Coldwell Banker Home Source Home Makeover."

Thank you for your interest in the 2019 Coldwell Banker Home Source Home Makeover Contest,

Good Luck!

Applicant Name _____
Phone _____ City _____
Email _____

Home Makeover Application Form 2019

All documents must be received no later than June 28th 2019 at noon PST. If you have any questions, please email info@cbhomesource.com. Coldwell Banker Home Source may use the information in this form, other than email and date of birth, for any purpose in their sole discretion, including making such information public as part of the Program or otherwise.

APPLICATION INSTRUCTIONS:

- Complete all the application forms in full.
- Provide **at least** four photos (up to 10) if you are drawn as a finalist:
 - two exterior photos of the property
 - two interior photos of the property
- You must sign the Application Release Agreement (attached) and include it with all other materials.
- Deliver the completed application form, the signed Application Release Agreement, and photos in person at any of our Coldwell Banker Home Source offices:

*12138 Industrial Blvd., Suite 102
Victorville, CA 92395
760-684-8100*

*530 Barstow Road
Barstow, CA 92311
760-256-1033*

*4037 Phelan Road, #D
Phelan, CA 92371
760-868-8000*

*11495 Apple Valley Road
Apple Valley, CA 92308
760-247-6460*

*18484 Highway 18, #150
Apple Valley, CA 92307
760-242-6000*

*14411 Main Street, #A
Hesperia, CA 92345
760-244-1921*

YOU MUST COMPLETE THIS APPLICATION AND SIGN THE APPLICANT RELEASE AGREEMENT (ATTACHED) IN ORDER TO BE CONSIDERED TO PARTICIPATE AS PART OF "Coldwell Banker Home Source Home Makeover" CONTEST

Applicant Signature _____ Today's Date _____

Printed name of Applicant _____ Phone _____

Legal Property owner name _____ Date of Birth _____

Email Address _____

Property Address _____ City _____

How long have you owned the property? _____ Year home was built _____

Why do you want to be selected for a home makeover (50 words or less)?

APPLICATION RELEASE AGREEMENT for Coldwell Banker Home Source Home Makeover

In connection with my application to be considered to participate in the program currently entitled "Coldwell Banker Home Source Home Makeover" ("Program"), I, the undersigned below, represent and warrant that the answers provided by me in the application I have submitted for the Program are true, complete and correct, that I have completed such application honestly and accurately, and I understand, acknowledge and agree that if any of the information in the application is found to be false or incomplete, this will be grounds for dismissal of myself and any other persons applying to participate with me from the participant selection process and/or from the Program.

In addition, each of the undersigned agrees as follows:

I acknowledge that the Program sponsors may or may not select me for further consideration to be part of the Program in their sole and absolute discretion. I acknowledge that if I am selected for further consideration, I will be required to complete and sign additional application materials, release forms and other documents. The sponsors may use the information in this form for any purpose in their sole discretion, including making such information public as part of the Program or otherwise.

By signing below, in connection with my application to participate in the Program, I hereby acknowledge, represent and warrant that: (i) Coldwell Banker Home Source Real Estate Services Inc. ("Sponsor") has no obligation to interview me, and/or select me as a participant, and may choose participants in its sole and absolute discretion; (ii) I am not an employee, officer, or director of Coldwell Banker Home Source Real Estate Services, Inc., or any of their respective parents, affiliates, subsidiaries, consultants, contractors, advertising, public relations, promotion, fulfillment, and marketing agencies, nor is any member of my immediate family (parent, child, sibling, or spouse) or a person living in the same household as me (whether related or not) an employee, officer or director of any of the foregoing listed entities; (iii) I agree to keep strictly confidential all information about the Program that I acquire during the participant selection process and/or my participation in the Program; (iv) my name, voice, actions, and likeness will be recorded on audiotape, videotape or otherwise as a part of this application and participant selection process, and I understand that regardless of whether I am actually selected to participate in the Program, Sponsor and their successors, assigns and licensees may, but are in no way obligated to, actually use such recordings and the contents of this application within or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, merchandising, or in any other manner, in any and all media now known or hereafter devised, worldwide in perpetuity, and I hereby authorize them to do so; (v) even if I am selected as a participant, Sponsor has no obligation to broadcast or exploit the Program; (vi) all decisions by Sponsor concerning selection of participants and all other matters relating to the Program are final and not subject to challenge or appeal; and (vii) Sponsor has no obligation to return any materials submitted by me (including without limitation this application, any documents, text, photographs and videotapes submitted by me) as part of the participant selection process whether or not I am selected as a participant, and Sponsor may, but are in no way obligated to, use any such materials in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, or in any other manner.

Additionally, I acknowledge, represent and warrant that: (i) I am not a political candidate, either currently, or for up to one (1) year after the first broadcast of the episode of the Program in which I appear; (ii) I am a legal resident of the United States, legally able to work therein and currently residing in the United States; (iii) I am at least 18 years old as of the date of my application; and (iv) I have not have been convicted of a felony, nor ever had a restraining order entered against me. I acknowledge, represent and warrant that the foregoing representations and warranties hereinabove also apply to each member applying to participate in the Program.

By submitting this application, I hereby consent to the recording, use and reuse by Sponsor, Coldwell Banker Home Source Real Estate Services, Inc. and any of their respective licensees, assignees, parents, subsidiaries, or affiliated entities and each of their respective employees, contractors, agents, officers and directors (collectively "Releasees") of my voice, actions, likeness, name, appearance, biographical material, and any information contained in or derived from my application(s) to be a participant in the Program, including, without limitation, any photographs, text, videotapes or any other materials submitted by me, editorial comments made by me or about me, and any audio, video or other recordings or still pictures of me taken during the participant selection process or contained in any materials or documents submitted by me in

connection with my application (collectively "Likeness") as such may be edited, altered, or modified by Sponsor or any of the Releasees in their sole discretion, in any and all media now known or hereafter devised, worldwide in perpetuity, in or in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, or in any other manner. I agree that the Releasees may use all or any part of my Likeness, and may alter or modify it regardless of whether or not I am recognizable. I further agree that Releasees exclusively own all right, title, and interest (including, without limitation, all copyrights) in and to any recordings made by any of the Releasees as well as any photographs, text, videotapes or any other materials that I have provided in connection with my application or may provide in connection with the Program (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my Likeness in any manner and in any and all media now known or hereafter devised worldwide, in perpetuity. I grant the rights hereunder whether or not I am selected to participate in the Program in any manner whatsoever. I represent and warrant that the Materials (specifically including, without limitation, any videotaped material) will be free from any pornographic or graphically violent material, will contain no nudity and will not contain any content that is contrary to law or infringes upon the rights of any third party. I release, hold harmless, and indemnify Releasees from any and all liability arising out of their recording or use of my Likeness and/or the Materials. I agree not to make any claim against Releasees as a result of the recording or use of my Likeness and/or the Materials (including, without limitation, any claim that such use defames me or invades any right of privacy and/or publicity).

By signing this application, to the maximum extent permitted by law, I hereby release, hold harmless and indemnify Sponsor, Coldwell Banker Home Source Real Estate Services, Inc., and all other Releasees, and any television station or channel, cable network, or satellite network that exhibits the Program, the other participants in the Program, the advertisers connected with the Program, each of their respective parent, subsidiary and affiliated companies, all other persons and entities connected with or engaged in connection with the Program, and each of their respective officers, directors, agents, representatives, employees, contractors, successors, assignees, and licensees (herein the "Released Parties") from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of, my application for or participation on or in connection with the Program, including, without limitation, my participation in the participant selection process of the Program, any exploitation of the Program or my appearance on the Program, the failure of Sponsor to select me as a participant, the cancellation of the Program, any use of my Likeness or the Material in connection with the Program, or the exercise by Sponsor of any rights granted by me hereunder, on any legal theory whatsoever (including, but not limited to, personal injury, property damage, rights of privacy and publicity, false light, or defamation) (collectively the "Released Claims"). The Released Claims specifically include, without limitation, any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from the actions of another participant or any other third party at any time.

I understand that the above release is a material inducement for you to proceed with the Program, and that Sponsor and the other Released Parties may rely on this release in proceeding with the Program. I further understand and agree that all rights under Section 1542 of the California Civil Code and any similar law of any State or territory of the United States are hereby expressly waived by me. Said section reads as follows: **"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

I understand that neither I nor anyone else will be paid for my granting the above rights, for my signing this agreement, or for my participation in the selection process for the Program. I agree and acknowledge that no one (including Sponsor) has asked me for any money or other consideration to be considered for participation in the Program.

I authorize Sponsor to investigate, access and collect information about me, about any of the statements made by me in my application, any supporting documents and any other document that I have signed or do sign in connection with my application to be selected as a participant in the Program, or any other written or oral statements I make in connection therewith, and hereby waive all rights of privacy or confidentiality that I might otherwise have in such information. I acknowledge and agree that any such information obtained by Sponsor pursuant to this paragraph or otherwise may be used for purposes of selecting participants in the Program, and may be described or otherwise related in and in connection with the Program, including, without limitation, in advertisements, promotions, publicity, marketing, and in any other manner.

I understand, acknowledge and agree that even if I am selected to participate in the Program, Sponsor shall have the right at any and all times and in its sole discretion to remove or replace me as a participant in connection with the Program. Sponsor is not obligated to broadcast or otherwise use or exploit the Program.

I have read and fully understand this release form, and I agree to abide by and be bound by them and by any eligibility requirements determined by Sponsor in its sole discretion. I acknowledge that in order to participate in the Program, I (including each member applying to participate in the Program) will be required to complete and sign such additional documents as Sponsor may require, including without limitation, a more formal agreement regarding my participation in the Program, waivers, releases, consents and any such other documents as determined necessary by Sponsor in order to effectuate the purpose of my application and this release, prior to participating in the Program.

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE AND IN THE APPLICATION IS TRUE AND COMPLETE. I UNDERSTAND THAT ANY FALSE STATEMENT OR MATERIAL OMISSION BY ME MAY LEAD TO MY DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM AND/OR THE PARTICIPANT SELECTION PROCESS FOR THE PROGRAM.

ADULT APPLICANT'S Signature _____ **Date** _____

ADULT APPLICANT'S Signature _____ **Date** _____

PRINT NAME _____

Home Address _____

City/State _____ **Zip** _____

Telephone Number _____