Home is Where the Heart is Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. U.S. LAW GOVERNS THIS PROMOTION.

1. Eligibility: The Home is Where the Heart is Sweepstakes ("Sweepstakes") is open to legal residents of the forty-eight (48) contiguous United States and District of Columbia (excluding Washington) who are twenty-one (21) years of age or older as of date of entry. Employees, officers & directors of HomeServe USA Corp. ("Sponsor" or "HomeServe"), teamDigital Promotions, Inc. ("Administrator"), and each of their respective parents, affiliates, subsidiaries, partners, agents, contractors, advertising and promotion agencies (collectively “Released Parties”) and their immediate family members (spouse, parent, child, sibling & their respective spouses, regardless of where they reside) and those living in their same households, whether or not related to any of the above named entities, are not eligible to participate or win. Void in Hawaii, Alaska, Washington and where prohibited or restricted by law, rule or regulation. This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations.

2. Promotion Period: The Sweepstakes begins at 12:00:00 pm Eastern Time ("ET") on 1/14/19 and ends at 11:59:59 pm ET on 3/31/19 (hereafter, “Promotion Period”).

3. How to Participate: During the Promotion Period, visit www.homeserveheart.com and follow the instructions provided to select which room in your home you would like to give some love. Then complete and submit the registration form to receive one (1) entry.

Entries must be received by 11:59:59 pm ET on 3/31/19. Limit one (1) entry per person and/or email address per day throughout the Promotion Period. For purposes of this Sweepstakes, a day is understood to begin at 12:00:00 am ET and end at 11:59:59 pm ET. Additional entries received from the same person and/or email address in excess of the stated limitation will be void. The name of the authorized account holder associated with any given email address will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email address by an internet access provider, an online service provider or another organization that is responsible for assigning e-mail addresses or the domain associated with the submitted email address. Proof (to Sponsor’s satisfaction) of being the authorized account holder may be required by Sponsor. Released Parties are not responsible for incomplete, late, garbled, lost, delayed, misdirected or stolen entries; failures or malfunctions of phones (including wireless phones), phone lines, cellular equipment towers or telephone systems; lost entries, transmissions, interrupted or unavailable network, server, wireless service provider or other connections; miscommunications, failed computer hardware or software or technical failures; garbled,
misrouted or scrambled transmissions; or printing, typographical or other errors in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other errors or problems of any kind whether computer, network, cellular, human, electronic or otherwise relating to or in connection with this Sweepstakes, including, without limitation, any errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries or in the announcement of the prize. The use of automated or similar devices, including but not limited to, entries submitted using any bot, macro, script or sweepstakes service (or any other devices intended to automate any aspect of entry) to enter this Sweepstakes is prohibited and any entries made through such means are void. Mechanically reproduced entries are void. Released Parties are not responsible for any injury or damage to entrant’s or any other person’s wireless phone/handset/computer/device related to or resulting from participation in this Sweepstakes.

4. Winner Selection/Notification: At the conclusion of the Promotion Period, one (1) Grand Prize winner will be randomly selected from among all eligible entries received throughout the Promotion Period. Drawing will be conducted by Administrator on/about 4/2/19. By entering, entrants agree to be bound by these Official Rules and to the decisions of the Sponsor and judges, which will be final and binding in all respects. The potential winner will be notified by email and will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release and any other required documentation within five (5) days of date of issuance of notification. Non-compliance with the foregoing or with these Official Rules or return of prize notification as non-deliverable may result in disqualification and, at Sponsor’s discretion and time permitting, awarding of prize to an alternate winner.

5. One (1) Grand Prize: The Grand Prize winner will receive a check in the amount of $10,000 which may be used towards re-designing or renovating his/her favorite room at home, plus an interior design phone consultation with Jenn Largesse. Approximate Retail Value (“ARV”) = $10,000. Winner must accept prize in its entirety (check and consultation) or winner will be disqualified and prize will be forfeited. In the event Jenn Largesse is unavailable for any reason, Sponsor reserves the right to substitute an alternate designer as determined solely by Sponsor in its sole discretion. Exact details of the consultation including, but not limited to, duration and nature are at Sponsor’s sole discretion. Consultation must take place on date specified by Sponsor or prize will be forfeited in its entirety and, at Sponsor’s sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries received. All costs and expenses associated with the acceptance and use of any prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, are the winner’s sole responsibility. Grand Prize winner will receive an Internal Revenue Service Form 1099 for the ARV of the prize for the tax year in which prize was awarded. Prize is awarded “as is” without any warranty or guarantee, either express or implied by Sponsor. Exact details are at Sponsor’s sole discretion.

6. Miscellaneous: No transfer, assignment, cash redemption or substitution of the prize is permitted, except by Sponsor, which reserves the right to substitute the prize (or applicable portion of prize) with one of comparable or greater value, as determined by Sponsor. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding, and agree that: 1) Released Parties and their designees may use (unless prohibited by law) their name, voice, city/state of residence, photograph, video, film, performance and/or likeness for advertising and/or trade and/or for any other
purpose in any media or format now or hereafter known, worldwide in perpetuity, without further compensation, permission or notification; and 2) Released Parties and their designees and assigns shall have no liability and will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY PERSON OR PERSONS, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that 1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) and held at the AAA regional office nearest the Sponsor; 2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

8. Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Connecticut, USA, without regard to its conflict of laws and principles.

9. Privacy: Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be treated in accordance with Sponsor’s privacy policy, accessible on its website at https://www.homeserveusa.com/sc/legal/privacy-policy.

10. Winner’s Name: For the name of the winner, visit winners.teamdigital.com/HomeServe no later than 7/2/19.

11. Sponsor: HomeServe USA Corp., 601 Merritt 7, Norwalk, CT 06851.