



**HOMES PUBLISHING GROUP**

# CONTEST PRIZE DECLARATION OF COMPLIANCE AND RELEASE

I, the undersigned, do hereby state and declare that I am the selected entrant in the Contest and understand that I will be declared the winner and awarded the contest prize (as seen in magazine and online in contest details) (hereinafter known as the "Prize") if I comply with the terms of the Contest rules and complete this Declaration of Compliance and Release.

**In consideration of the Prize that will be awarded to me, I hereby:**

(a) acknowledge that the Prize is as described in the Official Contest Rules and Regulations or such other features or alterations to the above features as may exist as of the date of delivery of the Prize;

(b) agree that I will accept the Prize as awarded, and its receipt by me shall fully and effectually discharge, release, indemnify and hold harmless HOMES Publishing Group, its agents, subsidiaries and all other associates, heirs, executors, representatives, employees, contest organizers, partners, hosts, sponsors and their respective agents, representatives, successors, assigns, employees, members, shareholders, directors and officers (hereinafter collectively designated as the "Releasees") from any loss, harm, claims, costs, expenses (including legal and other professional expenses), demands, damages, actions or causes of action whatsoever which I, my heirs, executors or administrators may now or hereafter have against them singly or collectively in respect of or relating to participation in the Contest, participation in any contest-related activity or the acceptance, transportation, use or misuse of the Prize, including, without limitation, any personal injury arising from its use or any other liability relating to its manufacture;

(c) agree that the Releasees shall not be liable for faulty design or manufacture of the Prize and I acknowledge that the Prize is provided to me on an "as is" basis, without warranty of any kind (either express or implied), including but not limited to any implied warranties of merchantability and fitness for a specific or general purpose and those arising by Statute or Law;

(d) acknowledge that the Releasees have no obligations whatsoever to repair, replace, assemble or service the Prize in any manner whatsoever or to provide me with any future upgrades to the Prize;

(e) understand that the Prize must be accepted as awarded, with no cash equivalencies, and may not be exchanged;

(f) grant to the Releasees the unrestricted right, at the Releasees' discretion, to produce, reproduce, publish, broadcast, communicate in any manner, exhibit, distribute, adapt and otherwise use or re-use my name, photograph, likeness and voice in any and all media now known or hereafter devised, in connection with the Contest and the promotion thereof, if so required, without compensation, notice or other liability to me or my heirs, executors, administrators, personal representatives or assigns

I further declare and agree that:

- a- I am eligible to participate in the Contest;
- b- I agree that I have read, complied and will comply with all of the rules, regulations, terms and conditions as set forth in the contest description and that I have not and will not perpetrate any fraud or deception in connection with the contest and have not sought to influence the outcome of the contest other than to participate as set forth in the rules;
- c- I have reached the age of majority and neither I, nor any member of my household or immediate family (including partner and/or spouse, whether or not they reside in the same household) is employed by the Contest Organizer;
- d- the terms of the Contest rules and this Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives and assigns;
- e- this Declaration is, to the best of my knowledge and belief, a true and accurate statement of the facts contained herein; and;
- f- by signing this Declaration, I acknowledge having read, understood and agreed to be bound to the Contest rules and the within Release.

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Signature of Winner

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Signature of Witness

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Date

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Date