

Taylor Morrison®

"Great American Backyard Giveaway"  
2018 Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. By entering this Promotion, you agree that you are giving the Sponsor (defined below) the right to further communicate with you by e-mail regarding our Taylor Morrison® or Darling Homes® branded communities (depending on your jurisdiction or other factors) and/or this Promotion. *In any subsequent e-mails you receive from the Sponsor as a result of entering this Promotion, you will have the option to elect not to receive further communications.*

**(1) Promotion Description** - Taylor Morrison, Inc. (the "Sponsor") is offering its 2018 Great American Backyard Giveaway (the "Promotion") and will award one (1) Grand Prize via a random selection from eligible Entrants. The Promotion begins June 4, 2018 at 12:00:01 AM Mountain Time ("MT") and ends July 31, 2018 at 11:59:59 PM ("MT") (the "Promotion Period"). The Promotion is intended for participation by individuals (the "Entrant(s)") only in the United States and shall be construed according to, and governed exclusively by United States law. By participating in the Promotion, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in the Promotion, Entrants agree to release, discharge and hold harmless Promotion Entities (defined below), their respective parents, affiliates, subsidiaries, divisions, retailers, agencies and their respective officers, directors, employees, representatives and agents, from and against any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize.

**(2) Eligibility** - Open only to legal residents of the United States and the District of Columbia EXCLUDING residents of New York, Alaska, Hawaii, Rhode Island, Puerto Rico and the U.S. Virgin Islands where the Promotion is void. Void in all other geographic locations, including outside of the United States. Entrants must be at least twenty-one (21) years of age or older at time of Promotion registration who are legal owner or co-owner of a single family residence. If you have been convicted of a felonious crime or a misdemeanor prior to or during the Promotion Period, you are not eligible to participate in the Promotion. Additionally, employees, officers and directors of Taylor Morrison, Inc., its respective parents, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies (collectively "Promotion Entities"), their immediate families (parent, child, sibling & spouse) and persons living in the same households as such individuals (whether related or not), are not eligible to participate in the Promotion. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

**(3) Two Ways to Enter** -

**(a) Web Entry Method:** Eligible Entrants may receive one (1) entry by visiting [www.taylormorrison.com](http://www.taylormorrison.com) during the Promotion Period and fully completing the registration form with your (required) e-mail address, first and last name, street address, city, state, zip code, and phone number, and (optional) Taylor Morrison division of interest and your time frame for a home purchase (your "Entry"). There is a limit of one (1) Entry per person per day. A "day" is any twenty-four (24) hour period during the Promotion Period that begins at 12:00:01 AM MT and ends at 11:59:59 PM MT for this method of entry.

**(b) Community Visit Entry Method:** Eligible Entrants may receive fifty eight (58) entries by visiting a Taylor Morrison Community during the Promotion Period. ~~There is a maximum of fifty eight (58) entries per person regardless of the entry method used.~~

Entries generated by a script, macro or other automated means will be disqualified. Multiple Entrants are not permitted to share the same e-mail address. Any attempt by any Entrant to obtain more than the stated number of entries per each of the three methods by using multiple/different/duplicitous e-mail addresses, the use of a Promotion service, the use of multiple identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Entries that are incomplete, contain irregular or invalid information, or are corrupted are void and will not be accepted. By entering the Promotion, you agree to all of the terms and conditions of Sponsor's Privacy Policy, which is available for review at [www.taylormorrison.com/PrivacyPolicy.aspx](http://www.taylormorrison.com/PrivacyPolicy.aspx)

(4) Grand Prize – One (1) prize winner ("Prize Winner") will be randomly selected from all eligible Entrants to receive the Grand Prize which consists of one (1) single-family residence backyard makeover ("Grand Prize - Great American Backyard Makeover") for Grand Prize Winner's primary residence located in any eligible state. The total Approximate Retail Value ("ARV") of the Grand Prize is \$15,000. There is one (1) Grand Prize available with an overall ARV of all prizes of \$15,000. The odds of winning depend upon the total number of eligible entries received. The Grand Prize will be awarded at its cash equivalent payable by check.

(5) Prize Awarding – The Grand Prize Winner will be selected in a random drawing from all eligible entries received during the Promotion Period and will be conducted on or about August 8, 2018. Potential Grand Prize winner will be contacted within five (5) business days of the drawing by phone, e-mail and/or USPS mail ("Prize Notification") and provided with an Affidavit of Eligibility and a Liability/Publicity Release ("Affidavit"), which he/she will be required to complete, (unless prohibited by law). The Affidavit must be returned within seven (7) days of receipt. In completing the Affidavit, the potential winner is required to complete a W-9 providing his/her social security number, which will be used solely for the purposes of Sponsor's legal compliance in filing a US Tax Form 1099 based on the applicable ARV of the Prize awarded. Potential Prize Winner will also be required to send a copy of his/her passport, driver's license, birth certificate or other appropriate documentation (acceptable to Sponsor) as proof of age and residency. Non-compliance with any of these requirements will result in disqualification and forfeiture of the applicable Prize awarded. Return of Prize Notification and/or the Affidavit as undeliverable will result in disqualification, forfeiture of the respective Prize and the selection of an alternate Grand Prize Winner as applicable. Sponsor reserves the right to conduct a criminal background check on any potential Prize Winner and in the event a potential Prize Winner has been convicted of a felony or a misdemeanor as of June 4, 2018, he/she will be disqualified and an alternate Grand Prize Winner selected as applicable. Acceptance of a prize constitutes permission for Sponsor to use Prize winner's name and likeness solely for advertising and promotional purposes as Sponsor so determines without notice or further compensation, except where prohibited by law.

(6) General - All federal, state, local, and other taxes on each of the Prizes awarded and/or prize components are the sole responsibility of the applicable Prize Winner. A recipient of the Prize shall not be permitted to (a) replace his/her designated Prize with another prize or item; (b) transfer or assign his/her designated Prize (or any portion thereof) to another person or (c) redeem any Prize and/or any prize components for cash. Sponsor reserves the right to substitute the Prize, and/or prize components, with a prize of comparable or greater value. The Prize and/or prize components awarded may differ from the Prize and/or prize components shown in promotional materials. Among other promotional rights described herein, Entrants grant Sponsor the right to use and publish Prize Winner's proper name and State of residence online in connection with the Promotion. All decisions of the Sponsor in any matter relating to this Promotion shall be binding and final. Entrants agree to release and hold harmless the Promotion Entities from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in the Promotion or any Promotion-related activity or travel or from any interaction with, or downloading of, computer Promotion information. Any portion of the Prize not accepted or used by the Prize Winner will be forfeited and the Promotion Entities are not responsible for any inability of the Prize Winner to accept or use the Prize (or any portion thereof) for any reason. Sponsor The Promotion Entities is are not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software, or web site. The Promotion Entities are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone

transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate Entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any, aspect of this Promotion, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, Sponsor reserves the right to terminate Entrant's eligibility to participate in the Promotion. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion if any fraud, virus or other technical problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prize at random from among the eligible entries received up to the time of the impairment.

This Promotion is strictly for promotional and entertainment purposes and may not be used in connection with any form of gambling. In the event this Promotion is challenged by any legal or regulatory authority, Sponsor reserves the right to terminate the Promotion, or to disqualify entrants residing in the affected geographic areas. In such event, the Sponsor shall have no liability to any entrants who are disqualified due to such an action. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in their sole discretion, to cancel or suspend this Promotion should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Promotion. In the event any portion of this Promotion is compromised by any non-authorized human intervention, actions of entrants, or other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupt or impair the integrity, administration, security, or operation of this Promotion, Sponsor reserves the right, at its sole discretion, to suspend, modify, abbreviate or terminate the Promotion without further obligation. If Sponsor elects to abbreviate the Promotion, Winner(s) will be determined from all eligible entries received for Drawing(s) prior to the action or compromise giving rise to the suspension or termination of this Promotion. In the event of cancellation, abbreviation or suspension, Sponsor shall promptly post a notice on the Promotion entry page to such effect.

(7) Disputes - This Promotion is governed by the laws of the United States and the State of Arizona, without respect to conflict of law doctrines. As a condition of participating in this Promotion, Entrants agree that any and all disputes with Sponsor which cannot be resolved and causes of action against Sponsor arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Arizona having jurisdiction. Further, in any such disputes, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and Entrant further waives all rights to have damages multiplied or increased.

(8) Prize Winner Information - To receive the name of the Prize Winner, send a self-addressed stamped envelope no later than August 8, 2018 to: Taylor Morrison Great American Backyard Giveaway Winners List, PO Box 26597, Scottsdale, AZ 85255 (WA and VT residents may omit return postage.)

(9) Intellectual Property Rights - The Taylor Morrison® and Darling Homes® names and marks are registered or unregistered trademarks of Taylor Morrison, Inc. or one of its affiliates or used with express permission of its owner. All other marks referenced in connection with this Promotion are the marks of the respective owners. All rights reserved.

(10) Questions - Questions regarding this Promotion can be addressed in writing only via e-mail to: [TaylorMorrison@Extra-Mile-Marketing.com](mailto:TaylorMorrison@Extra-Mile-Marketing.com). No inquiries relating to the Promotion may be directed to the Sponsor directly.

\*Our communication with certain states may be limited pursuant to local regulations.

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