

AHS FIRST HOME EXPERIENCE OFFICIAL CONTEST RULES

No purchase necessary to enter, play or win. A purchase will not improve your chances of winning.

DESCRIPTION OF CONTESTS: There are two ways to win:

1. Enter the Weekly Sweepstakes

Let others know about this AHS weekly sweepstakes, and you'll be entered for a chance to win our weekly prize – a \$100 Sears gift card!

Here's all you have to do:

- Follow [@1stHome](#) on Twitter
- Tweet the following message:

"I just entered to win a \$100 Sears gift card from American Home Shield. You can win too! Follow [@1stHome](#) & RT <http://tinyurl.com/twitterick>"

2. Enter the AHS Twitterick Contest

Write a Twitterick* about your home buying experience and send it to us. We'll choose the best ones to receive the prizes noted below.

**A Twitterick is a rhyme that resembles a limerick. A limerick is a five-line closed-form poem in which the first two lines consist of anapestic trimeter, which in turn are followed by lines of anapestic dimeter, and a final line in trimeter. Limericks rhyme in an AABBA pattern. They are almost exclusively used for comic verse.*

Twitterick First Prize: Homeowner

- \$3,000 Sears gift card
- \$500 ServiceMaster gift card
- An AHS Home Service Plan (up to \$500 value) **or equivalently valued gift card**(The prize of an AHS Home Service Plan may not be awarded within the following states: AZ, CA, FL, IA, IL, MA, MO, NV, OK, SC TX, UT, VA, WA, and WI).

How to enter:

- follow [@1stHome](#)
- Tweet your limerick
- Your limerick must be no longer than 132 characters, including spaces and punctuation – short enough to fit in a Tweet. You could call it a "Twitterick." It should tell us something about your home buying experience, your real estate agent OR your newhome.
- Entrant has option to upload image of new home on www.firsthomeexperience.com
- Sponsor reserves right to post submitted images on site.

Example of a Twitterick:

**@1sthome I went real estate shopping/
My agent really kept hopping/
Scoured the city/
For houses pretty/**

My new residence? Eye-popping!

3. Optional: for contestants entering the Twitterick contest, you may also enter your real estate agent in our Agent Sweepstakes.

a. Enter your favorite Agent for a chance to win

Entering your favorite agent's contact information, which will enter the agent into a separate random drawing for prizes noted below.

One (1) Twitterick Real Estate Agent Winner will receive the following:

- A plaque and office party
- Promotion through American Home Shield's public relations services, such as recognition in *Real Estate* magazine.
- A one-year membership to www.realestatesites.com

Deadline for entry is **May 15, 2010. Winners will be notified by June 11, 2010.**

[Click Here to Enter the AHS Twitterick Contest](#)

ELIGIBILITY: Both the AHS Sweepstakes and Contests (the "contests") are open only to legal residents of United States, excluding Alaska, who are 18 years of age or older at the time of entry. Twitterick contestants must be purchasing their first home prior to April 30, 2010 and are otherwise eligible for the [first-time homebuyer tax credit](#). Home service plan is not transferrable and has no cash value. Employees of American Home Shield ("Sponsor"), and their respective parent companies, affiliates, promotion and other vendor agencies involved in this Contest, as well as the immediate family members (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void **where** prohibited or restricted by law. Contests are subject to all applicable federal, state, and local laws and regulations. By entering the weekly drawing and/or Twitterick contest, entrant agrees to allow American Home Shield and its parent companies to use the contestant's name, image and likeness, and city/state, as well as the Twitterick, in promotional materials related to the contest without compensation.

TIMING:

Deadline for entry into Twitterick contest is **May 15, 2010. Winners will be notified by June 11, 2010. Entries into the weekly drawing accepted through May 15, 2010.**

PRIZE SELECTION AND NOTIFICATION:

Weekly Sweepstakes:

This is a game of chance. Odds of winning are based on eligible number of entries.

Winners will be selected at random on a weekly basis. (Up to 12 weekly winners will receive one (1) \$100 Sears gift card.)

AHS Twitterick Contest:

Criteria: All submitted Twittericks will be judged by a panel of judges selected by Sponsor and all Prize Winners will be selected based on the following equally weighted criteria: (1) relevance to the stated theme; (2) creativity; and (3) entertainment value.

Judging. A panel of up to five judges chosen by the Sponsor will score each Official Entry based on the judging criteria set forth. The Official Entry that receives the highest score will be declared the winner of the Contest's First Prize. In the event of a tie for any prize level, all tied entries will be re-judged by an additional judge selected by Sponsor, who, using the judging criteria will break the tie. Designation as a Prize Winner is subject to Registered User's proof of compliance with these Official Rules, maintaining compliance with these Official Rules and approval by Sponsor. Entrants acknowledge that other Entrants and Sponsor may have used or will use ideas and concepts contained in their Submission that may have familiarities or similarities to his/her Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. The decisions of the Judges, Contest Entities and representatives are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

Notification: Potential Winners will be notified either by mail, telephone, and/or e-mail, in Sponsor's sole discretion, on or about **June 11, 2010**. Those contacted will be required to sign and properly execute the following documents and return them via mail to Administrator within 14 days of attempted notification prior to receiving prize: (i) an Affidavit of Eligibility and Liability Waiver; (ii) where lawful, a Publicity Release. The Affidavit of Eligibility, Liability Waiver, and Publicity Release are subject to verification by Sponsor. If any document(s) sent to a potential winner is returned as undeliverable; if a potential winner fails to properly execute and return all documents described herein in the time noted; if a potential winner is found not to be eligible or not in compliance with these Official Rules, then the potential winner will be disqualified, the potential winner's submission will be removed from the contest and the Judges will select the alternate Prize Winner based on the next highest scoring entry as determined by the Judges. As required by law, we may be required to report to the Internal Revenue Service the fair market value of your prize. If necessary, you will receive a copy of this documentation and will be responsible for all applicable taxes on the prize. All federal, state, and local taxes are the sole responsibility of prize winner(s). No more than one (1) first Prize will be awarded. Except where prohibited by law, all Entrants agree that Sponsor may announce the name, home city, and state of Entrant and/or exhibit Entrant's Submission online and in any channels of media it deems appropriate.

Submissions must meet the following requirements: Respect for IP and Publicity Rights; Decorum. Submissions must not infringe third party intellectual property rights, contract or licensing rights, and must be suitable for publication as so deemed by Sponsor. Submissions using vulgar or inappropriate language will not be considered for winnings. Submission shall not defame, disparage or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights and may not reflect negatively on the Contest Entities or their respective products or services.

Assignment of Rights: Submissions become the exclusive property of Sponsor and Entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claims in the submission including, without limitation, the copyright therein, and waives any moral rights in the submission. Sponsor has the right to post, use, broadcast, display, publicly perform, alter, edit, assign, create derivative works there from or dispose of such entries in whole or in part however, it sees fit in any and all media without limitation as to time or territory without approval of Entrant. Entrants will sign all necessary documents granting Sponsor rights in submissions if required by the Sponsor.

Review of Submissions: Sponsor and/or its designated representatives, will review all submissions received and will only post those submissions that conform to these Official Rules and the Terms of Use and Code of Conduct, as determined by the Sponsor in its sole discretion (the "Official Entries"). Entries that do not comply will be disqualified from the Contests. Decisions of the Sponsor and/or its representatives as to Official Entries are final and binding. Sponsor assumes no responsibility for disputes between persons claiming authorship of a submission.

Entrant's Representations: By entering, Entrant represents and warrants that the submission is the Entrant's original work and has neither been published nor previously won any other contest award; satisfies these Official Rules, the Terms of Use and Code of Conduct; is the copyright holder of any submitted images; does not infringe any of the intellectual property and other rights enumerated herein; is not subject to any third-party contract or agreement and that will not require the Sponsor to pay any fee for the submission; contains no offensive content or content that will bring the Contest Entities into disrepute. Violation of these representations may result in disqualification in the Sponsor's sole discretion.

LIMITATION OF LIABILITY. Release. By entering the contests, participants release and hold harmless the Sponsor, and their respective parent companies, subsidiaries, affiliates, divisions, directors, officers, employees, advertising and promotional agencies and agents from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with these Contests or any prize won, including any injuries, loss or damage of any kind arising from or in connection with participation in the Contests. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contests or in the announcement of prizes. In the event Sponsor is prevented from continuing with these Contests, or the integrity and/or feasibility of the Contests is undermined by any event including but not limited to fire, flood, epidemic, 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, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate

the Contests without further obligation and, if so, Sponsor reserves the right, but not the obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and are not returnable.

ONLINE REGISTRATION: These Contests are intended for viewing in the United States only and shall be construed and evaluated according to U.S. law. Do not enter these Contests if you are not located in the 48 contiguous United States (and Hawaii) or if you are not a legal U.S. resident. Repetitive automated electronic submission of entries is specifically prohibited, and any such entries will be disqualified. Entries will be deemed made by the authorized account holder of the Twitter address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he/she is the authorized account holder of the identified Twitter account, and Sponsor's decision will be final. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including any error that may result in an erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any computer equipment or software that results in loss of entry. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTESTS IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to the American Home Shield privacy policy at <http://www.ahswarranty.com/about/privacy.html>

Discretion; Technical Prohibitions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (i) infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (ii) the Contest or any Web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (iii) the Contest is otherwise not capable of running as planned by Sponsor. The use of third-party software or Web site or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, Entrants agree to comply with these rules. Any Entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the e-mail address

submitted at the time of entry. “Authorized Account Holder” is defined as the natural person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply and these grounds of disqualification are in addition to other grounds contained herein.

APPLICABLE LAW. Venue: This Contest is governed, interpreted and enforced by the laws of **the 50 states of the United States of America**, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Contest must be brought in a court of competent jurisdiction in the **United States of America**. The Entrant and all persons making claim through or on account of Entrant, hereby agrees to and irrevocably consents to the venue of the applicable state or federal courts sitting in the **United States of America** and submits to the jurisdiction of said courts.

WHO WON: The names of the Prize Winners will be posted on the site located at **<http://www.FirstHomeExperience.com>**. In addition, to obtain this information you may also send a U.S.Postal Service postcard with your return address clearly marked for receipt by April 30, 2010, to: American Home Shield, First Home Experience Contest, 860 Ridge Lake Boulevard, A1-4084, Memphis, TN 38120