

TAB "COYOTE SPECIAL" DRAWING OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS DRAWING.**

**A purchase will not improve chances of winning.**

CONSUMER DISCLOSURE

You have not yet won.

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 21 YEARS OLD AND HAVE NOT BEEN CONVICTED OF A FELONY AS OF THE DATE OF ENTRY.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins June 25, 2010, 12:30 p.m. CST and ends June 25, 2010, 8:30 p.m. CST when all entries must be received.
2. **ELIGIBILITY.** This sweepstakes (the "Promotion") is only open to residents of the 50 United States and District of Columbia who are at least 21 years old with no felony convictions who meet the eligibility requirements under Sec. 411.172, Texas Government Code, as of the date of entry, except staff members and employees of the Texas Association of Builders and the Hyatt Lost Pines Resort, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, of such individuals. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited.
3. **HOW TO ENTER.** Contact Ned Muñoz at the Texas Association of Builders and follow the instructions to complete and submit the entry form during the Promotion Period. Alternatively, follow the instructions to complete and submit the entry form at the TAB Board Meetings and related events held at the Hyatt Lost Pines Resort in Bastrop, Texas during the Promotion Period. All entries become the property of the Sponsor and will not be acknowledged or returned. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.
4. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted via two random drawings from all eligible entries on or about June 25, 2010 at 6:30 and then again at 8:30 p.m. CST. Any potential winner will be notified in person or by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within five (5) days from the date the Sponsor first tries to notify him/her, and/or the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all

eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

5. PRIZE DESCRIPTION. There will be two (2) winners. The prize for each winner is a Ruger .380 True Texan Coyote Special.

6. TAXES. All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

7. ODDS OF WINNING. The odds of winning this Promotion depend on the number of eligible entries received.

8. NO PRIZE TRANSFER OR SUBSTITUTION. No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. CONSENT AND RELEASE. By entering the Promotion, each entrant releases and discharges the Sponsor, the Texas Association of Builders, the Hyatt Lost Pines Resort, and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, transferees and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner does not meet the eligibility requirements under Section 2 of these Official Rules, an alternate potential winner will be selected.

10. DISCLAIMERS. (i) Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. Use of bots or other

automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

11. APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Texas. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Austin, Texas. Should there be a conflict between the laws of the State of Texas and any other laws, the conflict will be resolved in favor of the laws of the State of Texas. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. WINNER LIST. For a list containing the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Winner List, TAB "Coyote Special" Drawing, Texas Association of Builders, 313 E. 12<sup>th</sup> Street, Suite 210, Austin, TX 78701.

13. SPONSORSHIP. This Promotion is sponsored by the Texas Association of Builders, 313 E. 12<sup>th</sup> Street, Suite 210, Austin, TX 78701 (individually and collectively, the "Sponsor").