

**Official Rules**

1. NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE GIVEAWAY PERIOD.

2. The Giveaway begins at 12:00 a.m. on January 15, 2021, and ends at 11:59 p.m. on February 26, 2021 ("Giveaway Period").

3. The Giveaway is open only to legal residents of the United States and the District of Columbia ("U.S.") who are at least 18 years of age on the date of the Giveaway entry submission ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) of Fairway Independent Mortgage Corporation ("Sponsor"), its subsidiaries and affiliates are not eligible.

4. The Giveaway is void in and where prohibited.

5. Winner(s) are responsible for paying all applicable taxes in connection with winning the prize.

6. By participating in the Giveaway each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to the Giveaway. Winning any prize is contingent upon fulfilling all requirements set forth herein.

7. By participating, each Entrant agrees (a) to release Sponsor, its respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by (i) Entrant's participation, including any injury or damage resulting from participation in the Giveaway and/or the use or misuse of any prize (including, without limitation, claims, costs, injuries, losses, or damages related to injuries, death, damage to loss or destruction of property, or any claims, costs, injuries, losses and damages related to or based on the entrant's rights of publicity or privacy; (ii) Sponsor's administration of the Giveaway; and (iii) Entrant's and/or any third party's use, sale or disposal of the prize; (b) to acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Giveaway is not capable of being executed as planned, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel, terminate, modify or suspend the Giveaway. If the Sponsor decides to reconvene the Giveaway after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as the Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

8. Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas; (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all

rights to have damages multiplied or otherwise increases. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway shall be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the laws of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the laws of Texas.

9. Information collected from Entrants is subject to the Privacy Policy which can be found at [www.fairwaymc.com](http://www.fairwaymc.com)

10. Sponsor: Fairway Independent Mortgage Corporation, NMLS #2289, 4750 S. Biltmore Lane, Madison, WI 53718.

11. How To Enter: To enter the Giveaway, message me with your name, email, and phone number, and we'll enter you into the drawing taking place on February 26, 2021. Limit: One (1) entry per person. Winner Selection: One (1) winner will be selected in a random drawing conducted on or about February 26, 2021 from among all eligible entries received. The potential winners will be notified by the Sponsor by social media post, phone, email, etc. One (1) dirt bike, valued at \$3,600.

**LEGAL DISCLAIMER:**

By entering into this giveaway and submitting your contact information, you are consenting to be contacted by Fairway Independent Mortgage Corporation, and may be contacted occasionally by telephone, mobile device (including SMS and MMS), and/or email, even if you are on a corporate, state, or national Do Not Call list. No purchase necessary. Must be 18 or older to enter. Must be a U.S. Citizen or Permanent Resident to be eligible to win. One giveaway entry per person. Giveaway valid from 01/15/2021 through 02/26/2021. Winner will be drawn at random on 02/26/2021 and will be notified via email, phone, and/or social post. Estimated value of prize is \$3,600. Winner is responsible for paying all applicable taxes in connection with winning the prize.