

**Quicken Loans  
Quicken Loans “Holiday Dolla’ Day” Giveaway  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY, OPEN TO LEGAL RESIDENTS OF THE 50 US/DC, 18 YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.**

**OVERVIEW:** The Quicken Loans “Holiday Dolla’ Day” Giveaway (the “**Promotion**”) is a “Quikly” campaign, which involves using a mobile device or computer to (a) register to participate in the campaign, and then (b) submit an entry by text or email when a notification is published that the campaign is going “live.”

**1. Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and located in the United States at the time of entry and have a valid email address. Employees, directors, and officers of Quicken Loans, Inc. (“**Sponsor**”), Quikly, Inc. (“**Administrator**”), and their respective parent companies, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouse and parents, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win (collectively, “**Promotion Entities**”). The Promotion is subject to all applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED. Participation constitutes participant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Receiving a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsors:** Quicken Loans, Inc., 1050 Woodward Ave., Detroit, MI 48226 **Administrator:** Quikly, Inc., 1505 Woodward Ave., 4<sup>th</sup> Floor, Detroit, MI.

**3. Timing:** The Promotion registration and entry period begins on November 23, 2018 at 10:00 a.m. Eastern Time (“ET”) and ends as soon as the live release occurs, which will be no later than December 14, 2018 at 6:00 p.m. ET (“**Live Release**”) (collectively, “**Promotion Registration and Entry Period**”). The Administrator’s database computer is the official time-keeping device for this Promotion. All entries become the exclusive property of the Sponsor and Administrator and will not be returned.

**4. How to Enter:** There are two steps to participate in the Promotion.

**First**, register at <https://www.quikly.com/q/xGphlpO> by following the instructions to enroll to participate in the Promotion. To complete your registration you will receive a confirmation text message or email. Registration confirmation does not constitute a Promotion entry.

**Second**, a time will be randomly selected by Sponsor. At that time, Sponsor will send to each

eligible registrant a Live Release notification via text message or email based upon the method selected by entrant. Entrant must click the link in the Live Release notification, and the time in which your click is registered by Administrator's computer system constitutes your time of entry.

(Steps One and Two collectively referred to as an "Entry").

There is no cost or obligation required to participate in the Promotion.

**Text message and data rates may apply. Texts are sent via an automated system. Consent to receive texts at the mobile number provided is not required to make purchases. Sponsor shall have no responsibility for service interruption.** You may receive reply messages. Signing up for the Promotion via text shall constitute your prior written consent and signature and is your agreement to receive up to four (4) text messages per Quikly campaign from Sponsor and/or Administrator. Messages split into more than one text transmission count as a single message. Proof of text message does not constitute proof of delivery or entry. For help text HELP and to stop, text STOP. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Check with your wireless service provider for details on these and other applicable charges. Participants are solely responsible for any such wireless charges. Not all wireless carriers participate. The Sponsor and Administrator are not responsible for service outages, message failures, transmission delays, or any other factor affecting the availability or performance of the text messaging service.

Your speed in responding (clicking on the link) will determine the value of your prize as set forth in section 6 below.

Eligible entrants can receive an early warning of the timing of the Live Release - up to ninety-nine (99) minutes early - by taking the following actions:

1. Take a survey (3) minutes advanced notice. There will be an additional question on the survey asking you if you want to schedule time with a Quicken Loans banker to obtain ten (10) minutes of advance notice. The discussion will be a mortgage review by Quicken Loans.
2. Refer a friend or family member to the Promotion to obtain three (3) minutes of advance notice for every person who opts-in from your referral through the referral page in the Quikly website (Anyone who opts-in through your referral will receive two (2) minutes advanced notice that the Quikly is about to go live).

Participation is subject to all standard terms of Quikly; more information on the Quikly campaign process and Quikly's terms can be found at <https://www.quikly.com/page/terms>. By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these Official Rules and all decisions of the Sponsor and Administrator, which shall be final and binding in all respects. If the scheduled call with a Quicken Loans banker does not happen, you will maintain the benefit of receiving advance notice of the Live Release.

**Limit: One (1) registration and/or entry per person/email address/phone number for the entire Promotion Registration and Entry Period.**

Participants are not permitted to share the same email and/or phone number. Any attempt by any participant to obtain more than one (1) entry or prize by using multiple/different email addresses,

phone numbers, or any other methods will void that participant's entry and that participant may be disqualified. Use of any automated system (other than the text message option) to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the phone number used to register will be deemed to be the participant. Each potential winner may be required to show proof of being an authorized account holder.

#### **5. How the Winners Will Be Determined:**

Prizes will be awarded to entrants based upon the speed with which their entries were received relative to other entries according to Administrator's computer as timekeeper.

#### **6. Prizes and Notification:**

**Grand Prize (1):** One (1) Grand Prize Winner will receive one (1) \$4,000.00 check made payable to the winner.

**First Place Prize (2):** One (1) Second Place Prize Winner will receive one (1) \$500.00 check made payable to the winner.

**Second Place Prize (3):** One (1) Third Place Prize Winner will receive one (1) \$250.00 check made payable to the winner.

**TOTAL APPROXIMATE RETAIL VALUE FOR ALL PRIZES AWARDED: \$4,750.00**

*General prize Terms:* Potential winners are subject to verification, including verification of age. If a potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winner may be disqualified. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. **Limit: one (1) prize per person/household.** Potential Winners will be notified immediately once they click through the link in the Live Release notification. Potential winners may be sent a follow-up email/phone call to file out required paperwork. The potential winners (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Affidavit") and an IRS Form W-9 which must be received by Sponsor, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If a potential winner of any prize cannot be contacted, fails to follow prize claim instructions, fails to sign and return the required documentation, or fails to provide any other requested information within the required time period, or if the prize is returned as undeliverable, the potential winner may be disqualified. Receiving a prize is contingent upon compliance with these Official Rules. Unclaimed prizes may not be awarded. Promotion Parties (defined below) are not responsible for any participant's (and/or potential winner's) change in email address and/or phone number. Prizes are non-transferable and no substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether it, in whole or in part, is used. Winners may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Recipients of any prize valued at over \$600 will be issued an IRS 1099 form. Likelihood of winning a prize depends on the speed with which a participant responds to the Live Release notification

relative to the speed of all other participants. Please allow 4-6 weeks for shipment of prize after confirmation.

**7. General Conditions:** Sponsor and Administrator are not responsible for lost, late, misdirected, damaged, incomplete, undelivered, incorrect, or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A 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 TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

**8. Publicity:** Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, Administrator's, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**9. Release: No liability or responsibility is assumed by Sponsor or Administrator resulting from the user's participation or attempt to participate in the Promotion. Sponsor and Administrator are not responsible for any errors in these Official Rules, the Promotion materials, or the announcement of Winners.** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing); (a) to release Sponsor and Administrator, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents ("**Promotion Parties**"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. If a technical difficulty, mechanical failure, human error or other possible irregularity affecting the outcome occurs during Entry, the Sponsor's representative will review the situation on a case-by-case basis and take appropriate action to preserve the fairness and integrity of the Promotion. If Sponsor's representatives, in their sole discretion, determine that technical difficulty, mechanical failure, or human error has corrupted the Promotion, Sponsor's representatives may take any remedial or reparative step which, in their sole discretion, they deem necessary or appropriate. Sponsor reserves the right at its sole discretion to modify, cancel, postpone, delay, suspend, or terminate the Promotion in whole or in part in the event that the Promotion is not capable of running as planned or as intended by these Official Rules by reason of any of the technical or other disabling cause or other causes that, in the sole discretion of the Sponsor, impair, corrupt, or interrupt the administration, fairness, security, or integrity or proper play of the Promotion, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat, or activity or insurrection. Sponsor may in its sole discretion

postpone/reschedule/modify the Promotion or cancel the Promotion in its entirety. By participating, Entrant understands and agrees that Sponsor and Administrator are not responsible for and shall not be responsible for (i) any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted, corrupted, or otherwise be conducted as planned; (ii) telephone, electronic, hardware, or software, program, network, Internet, or other computer malfunctions, or difficulties of any kind; or (iii) any failed, incomplete, garbled, or delayed computer or text message transmissions. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**10. Binding Arbitration:** Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“**JAMS Rules and Procedures**”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 9 (B)-(D), SO SUCH LANGUAGE MAY NOT

APPLY TO EVERY ENTRANT.

**11. Governing Law & Jurisdiction:** This Promotion and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters of proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan, in the County of Wayne.

**12. Entrant's Personal Information:** Please see Sponsor's privacy policy located at [www.quickenloans.com/about/legal/security-privacy](http://www.quickenloans.com/about/legal/security-privacy) and Administrator's privacy policy located at [www.quikly.com/page/privacy](http://www.quikly.com/page/privacy) regarding the use of personal information collected in connection with this Promotion. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**13. Winner's List:** For a list of winners, mail a self-addressed, stamped envelope to: Marketing Team Quicken Loans, Inc., 1050 Woodward Avenue, Detroit, MI 48226. Request must be received within 30 days of the end of the Promotion Registration and Entry Period.

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