

**ZING BLOG AmaZING GARDEN GIVEAWAY  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Please read these Official Rules carefully before entering the Zing Blog AmaZing Garden Giveaway (the “Contest”). This Contest is intended for play in the United States only and will be governed by U.S. law. By entering the Contest, you agree that you have read, and are bound by, the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the terms and conditions set forth below, you may not enter the Contest. 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 United States and D.C. 18 years of age or older who enter from within the 50 United States or the District of Columbia. The Sponsor may modify the terms and conditions of these Official Rules as described below, and you agree to familiarize yourself with such modifications by reviewing the “Official Rules” posted on the Sponsor’s website, [www.quickenloans.com/blog](http://www.quickenloans.com/blog) (the “Website”).

**SPONSOR:** Quicken Loans, Inc., 1050 Woodward Avenue, Detroit, Michigan, 48226.

**NO PURCHASE NECESSARY/VOID WHERE PROHIBITED:** No purchase is necessary to enter or win. This Contest is void where prohibited or restricted by law.

**ELIGIBILITY:** Entry in the Contest is limited to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age or older (“Eligible Entrant”) at the time of entry and who comply fully with the entry requirements in these Official Rules. Employees, contractors, directors and officers, of Sponsor and their respective parent companies, subsidiaries, affiliates, distributors, sales representatives, retailers, agents, advertising, promotion and judging agencies, and companies involved in the design, implementation and execution of the Contest, and the immediate family members (spouse, parent, child, sibling and their respective spouse) and household of each such employee (collectively, the “Contest Entities”) are not eligible.

**DESCRIPTION, HOW TO ENTER, DEFINITIONS:** Only Eligible Entrants may enter the Contest or win a prize.

**1. How to Enter:** There are two ways to enter the Contest. The method of entry does not improve the chances of winning the Contest:

**A. Entry Using Instagram:** Eligible Entrants wishing to enter using Instagram may log on to his or her Instagram account (or create an account at [www.instagram.com](http://www.instagram.com) if he or she does not already have one). Then, the Eligible Entrant must take a photograph of their garden (the “Entry Photo” or “Photograph”) and post the Photograph on Instagram and include #ZingContestEntry between 12:01:00 a.m. Eastern Daylight Time (“EDT”) Wednesday, July 1, 2015 and 11:59:59 p.m. (EDT) Friday, July 31, 2015 (the “Entry Period”). Entrant must have a non-private Instagram account to enter the Contest for winner notification purposes. Use of Instagram will be subject to that

service provider's privacy policy and terms of use, which can be found at <http://instagram.com/about/legal/privacy>. Entrants agree to release Instagram from any and all liability associated with this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

NOTE: Due to the way Instagram operates its service, Entries from Instagram users with "protected" accounts (i.e., entrant has set his or her account so that the only people the entrant has approved can view his or her posts) may not be received. If an entrant participates from his or her wireless phone, the entrant's wireless service provider may charge the entrant for each text message sent and received. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply.

**B. Entry Using Email:** Eligible Entrants may send Entry Photo via email to [ZingGiveaways@quickenloans.com](mailto:ZingGiveaways@quickenloans.com) during the Entry Period. Each Email Entry must include the Eligible Entrant's name, address, email address, and telephone number. Entries submitted via email must be in one of the following file formats: .JPG or .PNG and be no larger than 2 MB.

The Entry Photo and any accompanying text posted on Instagram and/or emailed are hereafter referred to as the "Entry" or in the plural "Entries."

**C. Conditions:** Entrants must have a valid e-mail address or Instagram account. Those who do not follow all of the instructions, provide the required information, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Should multiple users of the same e-mail account or Instagram account enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or Instagram account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address or the individual whose name is listed on the Instagram account. Entries must not have won previous awards; may not have been published previously; must not infringe third-party rights, and must be suitable for publication (i.e., may not be obscene or indecent). Any person featured in Entry Photo must sign a release prior to awarding of prize.

#### **D. Entry Requirements**

By submitting an Entry in the Contest, you hereby warrant and represent that your entry conforms to the Entry Requirements set forth herein.

- Entry must comply with these Official Rules;

- As determined in Sponsor's sole discretion, Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- As determined in Sponsor's sole discretion, Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- As determined in Sponsor's sole discretion, Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- As determined in Sponsor's sole discretion, Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- As determined in Sponsor's sole discretion, Entry cannot contain infringing trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind other than Sponsor's, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- As determined in Sponsor's sole discretion, Entry cannot contain infringing copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant (except copyrighted materials owned by Sponsor) is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Entry and grant the rights herein granted to Sponsor;
- No background artwork should appear in an Entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in Entries must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein;
- As determined in Sponsor's sole discretion, Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- As determined in Sponsor's sole discretion, Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- As determined in Sponsor's sole discretion, Entry cannot depict, and cannot itself, be in violation of any law.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry which fails to comply with the Contest entry requirements prior to any judging or voting period. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your

submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

**2. Definitions:** Except as otherwise provided herein, words and phrases in these Official Rules shall be given their ordinary and accustomed meaning. Notwithstanding the foregoing, any reference in these Official Rules to an Eligible Entrant's garden or "their garden" means a garden that the Eligible Entrant had some direct role in creating, planting or maintaining.

**3. Selection of the Grand Prize Winner:** At the conclusion of the Entry Period, on or about August 12, 2015, a team of Jurors consisting of five (5) Zing Blog employees will, in their sole discretion and applying the selection criteria identified in these Official Rules, select a Grand Prize Winner. If the Grand Prize Winner entered via the Instagram entry method, the Sponsor will request via Instagram that the Grand Prize Winner email his or her contact info, including their name, address, email address and telephone number, to the Sponsor. It is each entrant's responsibility to timely set his/her Instagram account settings to accept contacts by Sponsor.

**Note:** All Entries must be received during the Entry Period. Entries received prior to, or after the Entry Period in violation of these Official Rules will be void.

**Entries Submitted by Automated Means Prohibited:** Entries generated by a script, macro or other automated means, will be disqualified. Entrants may not use multiple email addresses or Instagram accounts nor may entrants use any other device or artifice to enter multiple times. Any entrant who attempts to enter with multiple email addresses and/or Instagram accounts under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion. Entries that are incomplete, or that are not the original work of the Eligible Entrant are void. Sponsor is not responsible for lost, late, stolen, damaged, misdirected or illegible entries. All Entries become property of the Sponsor and will not be returned.

## **HOW TO WIN THE CONTEST/PRIZES**

### **A. The Jurors/Criteria:**

The jurors ("Jurors") who will judge the Entries and award the Grand Prize will consist of five (5) members of the Quicken Loans Zing Blog Team. The Jurors will assess the Entries from all Eligible Entrants and, in their sole discretion, determine the Grand Prize Winner. Each Juror will examine every submission with equal consideration. Jurors will base their judgment on their own experience and knowledge, the original work submitted by the Eligible Entrant, and the following equally weighted criteria: Creativity of the garden as depicted in the Entry Photo; Originality of the garden as depicted in the Entry Photo; Composition of the Entry Photo; and Responsiveness of the Entry to the Official Rules. In the event of a tie, tie breaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. Upon the completion of the judging, the Jurors will award one (1) Grand Prize to one (1) Eligible Entrant. Judges' decisions are final in all matter relating to this Contest.

### **B. The Grand Prize:**

The Grand Prize will consist of: one (1) trowel, approximate retail value ("ARV") \$8.00; one (1) cultivator, ARV \$8.00; one (1) hand transplanter, ARV \$8.00; one (1) scissors, ARV \$8.00; one (1) gardening gloves, ARV \$10.00; one container of vegetable seeds, ARV \$10.00; one (1) Quicken Loans Water Bottle, ARV \$5.00; one (1) set of

starter seed pots, ARV \$10.00; one (1) Opportunity Detroit or Quicken Loans Bag, ARV \$30.00; two (2) potted bulb plants, ARV \$30.00; and one (1) \$50.00 gift card from a company of the Sponsor's choosing. Total ARV of all prizes: \$200.

The Grand Prize will be awarded to the Winner ("Prize Winner") if all eligibility requirements are met within 21 days of receiving a signed Affidavit of Eligibility/Release of Liability & Publicity Release Form from the Prize Winner. Odds of winning depend on the number of Eligible Entries received.

Taxes or fees, if any, or associated expenses associated with the Grand Prize is the sole responsibility of the Prize Winner. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes where required by law. The Grand Prize is non-transferable and cannot be substituted, except that the Sponsor reserves the right, in its sole discretion, to substitute the Grand Prize or any component thereof with a Grand Prize or component thereof of equal or greater value if the Grand Prize or a component cannot be awarded as stated.

Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

The Prize Winner will be notified by email or via Instagram on or about August 12, 2015. If the Prize Winner cannot accept his/her prize in conformity with these Official Rules, the prize will be forfeited. Unclaimed prizes will not be awarded. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Entrant must respond to notification within three (3) days or prize may be forfeited in its entirety, at Sponsor's sole discretion.

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 will be disqualified. In the event that a potential Winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected pursuant to the judging criteria above, even if the disqualified potential Winner's name may have been publicly announced. 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.

**ENTRANT'S PERSONAL INFORMATION:** Information collected from any Entrant is subject to the Quicken Loans Privacy Policy posted at [www.quickenloans.com/about/legal/security-privacy](http://www.quickenloans.com/about/legal/security-privacy). If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**PUBLICITY RELEASE:** Except where prohibited by law, a Prize Winner grants (and agrees to confirm this grant in writing, if requested) to the Sponsor (and those acting under its authority) to use the Prize Winner's name, photograph, as well as the Entry Photograph, voice and/or likeness without compensation, in any and all advertising and promotional materials, including the promotional website relating to the Contest, in all media now known or hereafter discovered, including, but not limited to,

the World Wide Web. The Prize Winner shall waive any right to notification, review or approval of any such use, and further agrees to provide any additional written consent as may be reasonably requested by the Sponsor. Entering the Contest gives Sponsor all rights to use any Entrant's Entry Photo in any capacity in any and all media, without limitation, without compensation.

**OWNERSHIP AND COPYRIGHT:** All Entries become the property of the Sponsor and will not be returned. All Entries must be the Entrant's original work and not include any infringing third party intellectual property, as determined in Sponsor's sole discretion. It is the Entrant's sole responsibility to ensure that the Entry does not infringe upon the intellectual property rights of any third party, including, but not limited to, copyright, trademark and right of publicity rights..

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

By accepting a prize, Winner agrees that they shall assign, agree to assign, and shall procure and deliver assignments in and to Eligible Entrant's full right, title and interest (throughout the world and in perpetuity) in and to the Entry. Entrant agrees that all copyrightable intellectual property rights created by it or its contributors have been specially commissioned as "work made for hire," as that term is defined in the Copyright Law of the United States (17 U.S.C. Sec 101, et seq, or its successor in law) by Sponsor. The Sponsor reserves the right to utilize Entries in any exhibition, publication or promotional materials with every effort made to properly and accurately credit the appropriate Entrant.

**CONDITIONS/RELEASE:** By entering and participating in the Contest, Entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release the Contest Entities and Instagram from any and all liability for any claims, costs, injuries, losses or damages of any kind incurred with respect to their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use or misuse, awarding or receipt of any prize; and (b) to acknowledge that the Contest Entities 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 including, but not limited to, its quality, availability, mechanical condition or fitness for a particular purpose. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

The Prize Winner shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of his or her name, picture, likeness, address (city and state), e-mail address, Instagram account information or biographical information. The rights granted under this paragraph shall extend to the Sponsor and its affiliated companies, agencies or marketing partners, with respect to all Entrants in the Contest, including non-winners and the Prize Winner.

**SPONSOR'S RIGHT TO DISQUALIFY OR TERMINATE:** Any attempt by a Contest Entrant or any other individual to tamper with the Entry and/or selection process, or otherwise undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and the Sponsor reserves the right to cooperate in the prosecution of such individuals. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or unauthorized intervention, fraud, action of Entrants, technical failures or any other causes, which in the sole opinion of Sponsor corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Contest.

**DISPUTES:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively through binding arbitration to be held at or near Detroit, Michigan before a single arbitrator selected by mutual agreement of the parties, or, if the parties cannot agree, by selecting from a list provided by the American Arbitration Association (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees and court costs; (c) under no circumstances will an 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 increased; and (d) 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, so the above may not apply to every entrant.

Arbitration shall be 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 CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

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 Contest, shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan, in the City of Detroit.

**FOR WINNER RESULTS:** Sponsor will post the Grand Prize Winner, Runners-Up and Honorable Mentions on the <http://www.quickenloans.com/blog/> on or after August 12, 2015.