

NOVA Home Loans ‘Target Toss’ Contestant Selection and Contest

NOVA Home Loans Target Toss Official Rules

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

1. Eligibility

The NOVA Home Loans Target Toss (the “Contest”) is open only to legal residents of the fifty (50) United States (including District of Columbia) eighteen (18) years or older at the time of entry. Void in Guam, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of NOVA Home Loans or any of its affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor

NOVA Financial & Investment Corporation, 6245 E. Broadway Blvd., Ste. 150, Tucson, AZ 85711

Silver Chalice Ventures, 120 N. Racine Ave. Chicago, IL 60607

3. How to Enter for Contestant Selection

Means of Entry 1 - Online

Entry Period and Instructions

Means of Entry 1 - Online

Entry begins December 7, 2016 at 8 a.m. Eastern Standard Time (EST) and ends on December 22, 2016 at 11:59 p.m. EST (the “Contest Period”). Sponsor is the official timekeeper for the Entry Period.

To enter you must go to <https://www.novahomeloans.com/arizona-bowl> and submit all required information.

Online entries will be deemed submitted by the authorized account holder of the email address submitted at time of entry. By entering, you agree to be bound by these Official Rules.

Means of Entry 2 – On-site

Entry Period and Instructions

Entry begins December 30, 2016 at 12 p.m. Eastern Standard Time (EST) and ends on December 30, 2016 at the NOVA Home Loans Arizona Bowl in Tucson, AZ. Sponsor is the official timekeeper for the Entry Period.

On-site entries will be deemed submitted by the authorized account holder of the email address and/or mobile device used at time of entry. By entering, you agree to be bound by these Official Rules.

Limit one entry per person, per household during the Entry Period. Any attempt by any entrant to submit more than one entry will void that entrant’s entries and that entrant will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, illegible or misdirected entries, which will be disqualified. Entries submitted or completed by anyone other

than the entrant are void. Sponsor will not confirm receipt of entries. All entrants must be 18 years of age or older by December 30th, 2016 in order to qualify to win the Grand Prize.

5. Contestant Selection and Notification

Means of Selection 1 - Online

On or about December 23, 2016, a random (1) drawing from among all eligible entries will be conducted under Sponsor's supervision. Contestants will be notified via email by 11:59 p.m. Eastern Standard Time (EST) December 24, 2016. Potential contestant will be required to respond to the announcement email within 72 hours or such potential contestant will be disqualified. If a contestant does not respond to the announcement email as described above or is found to be ineligible, such contestant will be disqualified and, at Sponsor's sole discretion, an alternate contestant may be selected from the remaining eligible entries. The odds of selection depend on the number of eligible entries received during the Entry Period.

Means of Selection 2 – On-site

On or about December 30, 2015, a random (1) drawing from among all eligible entries will be conducted under Sponsor's supervision prior to the end of halftime of the NOVA Home Loans Arizona Bowl in Tucson, AZ. Contestant will be notified via email and text message thereafter. Potential contestant will be required to respond to the announcement email or text message within 20 minutes or such potential contestant will be disqualified. If a contestant does not respond to the announcement email or text message as described above or is found to be ineligible, such contestant will be disqualified and, at Sponsor's sole discretion, an alternate contestant may be selected from the remaining eligible entries. The odds of selection depend on the number of eligible entries received during the Entry Period.

6. POTENTIAL CONTESTANT IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

7. Verification of Contestant

Contestant must continue to comply with all terms and conditions of these Official Rules and selection is contingent upon fulfilling all requirements.

- A. The following classes of people shall be INELIGIBLE to participate:
 - I. Current or former professional or semi professional football players or coaches who have played or coached at that level anywhere in the world; current or former college or Olympic football players or coaches who have played or coached at that level anywhere in the world; current or former high school football players or coaches who have played or coached at that level anywhere in the world within the past five (5) years.
 - II. Current or former employees, family members, agents, successors or assignees of the Sponsor or any promotional agency involved with this promotion
- B. Contestant(s) shall not be permitted any practice, warm up, or qualifying throws at any time after his/her notification of participation in the promotion until the actual prize attempt(s).

Every contestant must sign the "Contestant Agreement to Participate" form, upon contestant(s) notification of participation in the contest.

8. Contest

- A. Contestant(s) must successfully throw a regulation High School, NCAA, or NFL football ON THE FLY, through a target opening, A MAXIMUM OF 10 INCHES IN DIAMETER, which is made out of a solid material (plywood, plexiglass, lexan, etc.) with a net attached to the back in order to catch each winning throw. The target hole must be placed a MINIMUM OF 4 FEET IN HEIGHT ABOVE THE PLAYING SURFACE AND A MINIMUM DISTANCE OF 25 YARDS from where the throw is initiated. The contestant(s) may only have one throw and must make their first attempt in order to be reimbursed for the prize. Each throw is subject to NCAA and/or NFL Rules in order to be deemed valid.
- B. A standard High School, NCAA or NFL football league football of regulation size and weight must be used for this

event (minimum length: 10.875 inches; minimum circumference: 20.5 inches; minimum weight 14 ounces; maximum weight 15 ounces). The ball must be inflated to the regulation 12.5 to 13.5 PSI).

- C. The total number of contestant(s) must not exceed: 2 on 12/30/2015.
- D. No part of the contestant's body or clothing may come in contact with the demarcation line prior to releasing the ball. Any such contact shall be considered a foul and the attempts shall have been deemed missed.

9. Prizing

Means of Entry 1 – Online

Contestant Selection Prize

Two (2) contestants will be awarded two (2) tickets (\$100 Value) to the NOVA Home Loans Bowl on December 30, 2016. No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Contestant is responsible for all taxes and fees associated with the prize receipt and/or use.

Two (2) contestants will be awarded one attempt at the Contest on December 30, 2016 at the NOVA Home Loans Arizona Bowl in Tucson, AZ between the 1st & 2nd quarter and 3rd & 4th quarters.

Grand Prize

If a contestant successfully completes the contest with valid video evidence that contestant will have their mortgage or rent paid for one (1) year up to \$25,000. Mortgage statements or rental agreements must be provided to indicate the actual prize amount.

Should more than one (1) contestant successfully complete the contest the \$25,000 will be divided evenly amongst the winners.

10. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which is binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

11. Publicity

Except where prohibited, participation in the Contest constitutes winner/contestant's consent to Sponsor and its agents' use of winner/contestant's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part thereof, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in their sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any

attempt by any person to deliberately undermine the legitimate operation of the Contest 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 persons 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.

13. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at their discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than 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, unawarded, eligible prize claims. No more than the number of stated prizes will be awarded.

14. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winner/contestant, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate State Court; (iii) 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 (iv) 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.