

# Pulte Homes®

## EverBe Pathway Poetry Contest

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

You are invited to enter the EverBe Pathway Poetry Contest (“Contest”) by submitting your own poem in compliance with the terms outlined below.

**ELIGIBILITY:** The Contest is open to legal residents of the 50 United States and the District of Columbia who are 13 years of age or older at time of entry. Entrants between the age of 13 and the age of majority in his/her jurisdiction of residence must have parental consent to participate. Void where prohibited. Employees, directors and officers of PulteGroup, Inc., their affiliates, subsidiaries, advertising and Contest agencies and the immediate family members and/or those living in the same household of each are not eligible.

**HOW TO ENTER:** Beginning on December 22, 2022 and ending at 11:59:59 p.m. CST on March 19, 2023 (the “Entry Period”), you may enter the Contest through the Contest website at [everbefl.com](http://everbefl.com) (the “Website”). Follow the on-screen directions to upload an original poem of any kind and complete the entry form (collectively, an “Entry”). All Entries must be received before the end of the Entry Period. Sponsor’s computer clock is the official timekeeper for all Contest deadlines.

**ENTRY REQUIREMENTS:** You may submit up to ten (10) Entries per person during the Entry Period, but each Entry must include a different, unique poem. By submitting an Entry and entering this Contest, you represent and warrant that you have appropriate authority to enter, fulfill the terms of these Official Rules, and grant the rights granted herein. In the event you do not have such authority, the Entry will be disqualified. If requested by Sponsor, you will be able to provide evidence of such authority. Entries can be submitted by groups of people. If so, all members of the group must be listed. If a group Entry is deemed a winner, the group will only receive one prize to be shared between all group members.

All Entries must:

1. Be at least three (3) lines but no more than seven (7) lines, not including the poem title if there is one;
2. Be at least fifty (50) characters and no more than one hundred eighty (180) characters, not including punctuation or spaces;
3. Adhere to all technical and content requirements.

By submitting an Entry, you represent and warrant that you own the Entry, it is original and has not been previously published or won an award. Entries must not: (i) contain any material that infringes upon third-party intellectual property, privacy, proprietary or other rights (including if used in advertising), (ii) reference any entity other than Sponsor, reference any individual other than the Entrant, or contain any commercial or corporate advertising, including but not limited to logos, brand names, and slogans, (iii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or (iv) contain any obscene, defamatory, offensive, or otherwise unlawful, objectionable, or inappropriate content, as determined in Sponsor’s sole discretion. All Entries are subject to approval and may be disqualified or removed at any time. Entries become the sole and exclusive property of Sponsor and none will be acknowledged or returned.

By submitting an Entry, you grant to Sponsor an irrevocable, royalty-free, perpetual license to use the Entry materials as discussed herein and for all purposes associated with the Contest. You also waive any moral rights you may have in the Entry. Except where prohibited by law, all entrants grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use on the pathways at the EverBe property and online) his or her Entry, poem, name, image or likeness, without additional compensation, for entertainment, public relations, advertising and promotional purposes as may be determined by Sponsor. You agree that Sponsor is not responsible for any unauthorized use or distribution of the poem or Entry materials by a third party.

Illegible and incomplete Entries are void. Sponsor is not responsible for lost, late, mutilated, delayed or misdirected Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified with the submitted Entry. The authorized account holder is deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**WINNER SELECTION:** All Entries which meet the minimum requirements outlined above will be judged by a panel of judges in the below criteria to be selected as finalists for the purpose of public voting to determine the eight (8) winners. A total of 5% of all Entries or 20 total poems, whichever is greater, will be selected as finalists by qualified judges based on the following criteria:

**Poem helps establish a unique sense of place at EverBe (40%);**  
**Poem is inspiring, positive, vivid and interesting (40%);**  
**Poem is error-free, meets all requirements and is suitable for use on a pathway (20%).**

Each of the above criteria will be ranked using a 1-5 scale, with 5 being the highest. In the event of a tie, ties will be broken based on the "sense of place" score. If a tie still remains, the tie will be broken based on a vote by the Sponsor judges from among the tied Entries. Each judge will select the one tied Entry it believes is the strongest in "sense of place" criteria, above and the tied Entry with the most votes will proceed to the voting round. If a tie still remains, tied Entries will be reviewed by separate independent judges selected by Sponsor using the judging criteria and process outlined above.

The finalists will be selected and announced between March 31, 2023 and April 30, 2023, and will be shared on the Website for public viewing and voting. Limit of five (5) potential finalists per Entrant. The dates for the Public voting will be announced along with the finalists. The public can vote for their favorite Entries and are limited to one vote per individual/IP address during the entire Voting Period. The eight (8) Entries with the highest number of public votes will be selected as the prize winners, pending verification of compliance with these Official Rules.

Any attempt by any voter or finalist to obtain more than the stated number of votes will void all of that person's votes. Any attempts on behalf of a finalist to unfairly artificially influence the number of votes received, including without limitation any voter intimidation, automated program, voter exchange program or other mechanism deemed unfair in Sponsor's sole discretion, will result in disqualification of that First Prize winner. Furthermore, Sponsor may disqualify a finalist or disqualify any votes if there are patterns of voting which appear questionable, suspect or unnatural to Sponsor in its sole discretion.

Following the winner selection, the winning poems may be featured on the pathways at EverBe along with the names of the author(s), however, Sponsor has no obligation to actually use the winning poems on the EverBe pathways. Being featured on the pathways is not a part of the prize.

**PRIZE STRUCTURE & APPROXIMATE RETAIL VALUE:** Winners will receive the following prize:

A prize pack of products, services and experiences from local businesses in the Orlando, Florida area.  
Approximate Retail Value \$250.00

**WINNER NOTIFICATION & PRIZE FULFILLMENT:** Winners will be notified by email at the address or phone number provided with the Entry. The potential winners must provide Sponsor with a physical address for prize delivery. Any winner notification returned as undeliverable without a forwarding email address/phone number or any prize returned as undeliverable will result in prize forfeiture. The prize winners may be required to sign an affidavit of eligibility and liability release, publicity release. If any potential winner is a minor, the potential winner's parent or guardian must execute an affidavit and release as a condition of being chosen as an actual winner. Any prize may, in Sponsor's discretion, be forfeited if an affidavit and release(s) are not returned to Sponsor within the requested time period after being sent to a winner or if Sponsor cannot notify any potential winner for any reason. If the prize is forfeited for any reason, Sponsor reserves the right to award the prize to the Entry with the next highest number of fan votes. All federal, state, or other tax liabilities arising from this Contest are the sole responsibility of each respective prize winner. Non-cash prizes are not redeemable for cash, except as required by law. No substitution or transfer of prize permitted, except that Sponsor may substitute prizes of equal or greater value.

**GENERAL RULES:** By entering this Contest, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any entrant suspected of tampering with the entry process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor is not responsible for faulty or incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest. Sponsor reserves the right to cancel or modify the Contest at any time, including if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/judging agency/administrator, in their sole discretion. If technical malfunctions or suspect voting/irregularities corrupt the voting process, Sponsor reserves the right, in its sole discretion, to award prizes based solely on Judging scores or non-suspect votes. Any damage made to the Website will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

**LIMITATIONS OF LIABILITY:** Sponsor and its subsidiaries, affiliates, agencies, law firms, and their employees, officers, directors, agents, and representatives (collectively, "Promotional Parties") assume no responsibility or liability for: (a) any incorrect or inaccurate Entry information, or for any late, lost, misdirected, faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (c) any

technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other major causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part.

**RELEASES:** All entrants, as a condition of Entry into the Contest, agree to release the Promotional Parties and each of their respective parents, subsidiaries and affiliated companies from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest page; submitting an Entry or otherwise participating in any aspect of the Contest; the receipt, ownership or use of any prize awarded or participation in any prize-related activities; or any typographical or other error in these Official Rules or the announcement of offering of any prize. The winners shall bear all risk of loss or damage to their prize after it has been signed for and delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize or prize-related activities.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be forwarded to Sponsor and resolved individually, without resort to any form of class action, and exclusively by the United States District Court, or the appropriate State Court situated in Orlando, Florida (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Florida without giving effect to any choice of law or conflict of law rules (whether of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Florida.

**NO AFFILIATION WITH FACEBOOK OR INSTAGRAM:** The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Any questions, comments, or complaints regarding the Contest will be directed to Sponsor—not to Facebook or Instagram.

**WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, Pulte Homes EverBe Pathway Poetry Contest, 4901 Vineland Road, Orlando, FL 32811. Winner List requests must be received no later than September 30, 2023.

**SPONSOR:** Pulte Homes, 4901 Vineland Road, Orlando, FL 32811 ("Sponsor").