

**a la mode technologies, inc.**

**Winner's Affidavit of Eligibility and Liability and Publicity Release**

**PLEASE READ CAREFULLY.** This Winner's Affidavit of Eligibility and Liability and Publicity Release (the "Affidavit"), when signed, notarized and returned, will serve as proof of eligibility and as a Liability and Publicity Release for the person listed below, who has been notified by a la mode technologies, inc. (the "Sponsor") that \_\_\_\_\_ is the winner of a prize in the a la mode technologies, inc. 29<sup>th</sup> Anniversary Giveaway (the "Contest").

Date: \_\_\_\_\_

Winner's Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ I certify I am age 18 or older:

Telephone Numbers: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

I, \_\_\_\_\_, hereby say and agree that:

- 1) I am a legal resident of the United States, and I was residing in the United States at the time I entered the Contest.
- 2) At the time I entered the Contest, I was at least eighteen (18) years old.
- 3) I am not an employee of the Sponsor or any of its affiliated companies, its advertising agencies or promotional companies, or any other company involved in the Contest, nor am I an immediate family member or member of the household of any of the foregoing.
- 4) I have read and do understand and have and do accept the terms and conditions of the Official Contest Rules, a copy of which are attached hereto as Exhibit "A" (the "Contest Rules").
- 5) I have complied with the Contest Rules and have perpetrated no fraud in entering the Contest or claiming any prize.
- 6) I understand and acknowledge and do hereby, for myself, my heirs, executors, administrators and assigns, waive and release any and all rights, claims and causes of action whatsoever that I may have against the Sponsor, its parents, subsidiaries, affiliates, agents, officers, directors and employees for any matter, claim, damage, loss, injury, cause or thing whatsoever arising out of my participation in the Contest or my acceptance and use of the Prize awarded to me.

- 7) I understand that I am entitled to receive only the Prize and that such Prize is nontransferable.
- 8) I understand that I will be responsible for all costs I incur in connection with the Contest or the award of the Prize, including all federal, state, local or other taxes on the Prize.
- 9) I hereby grant full permission to the Sponsor, its officers, directors, employees, advertising and promotional agencies, and anyone authorized by any of them to use my name, likeness, voice, photographs, videotaped footage and biographical data, in whole or in part, in any and all media, for the purpose of advertising, publicity and trade, and in connection therewith, I hereby release each of them from any and all liability. I agree to the use of my name and likeness for such purposes without limitation and without any compensation whatsoever, except where prohibited by law.

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 (SEAL)

## EXHIBIT "A"

**29<sup>th</sup> Anniversary Giveaway courtesy of a la mode technologies, inc.**

### **OFFICIAL CONTEST RULES**

1. **ELIGIBILITY:** No purchase necessary. The Contest is open to United States residents at least 18 years old as of the date of entry. You must be a real estate professional. Current customers are eligible. Employees and their immediate family members or persons who live in the same household of a la mode technologies, inc. ("a la mode"), its affiliates, its advertising and promotional agencies, or any other company engaged in the development, production, distribution, or sponsorship of this Contest are not eligible to enter or win. By entering, you agree to these Official Contest Rules and the decisions of a la mode, which shall be final and binding in all respects.

2. **DRAWING:** The winners will be selected in a random drawing from all eligible entries received between 7:00 a.m. central time on July 25<sup>th</sup>, 2014 and 4:00 p.m. central time on July 31<sup>st</sup>, 2014. The drawing will take place on or about 4:30 p.m. central time, on July 31<sup>st</sup>, 2014, at a la mode technologies, inc. 3705 West Memorial Road, Bldg. 402, Oklahoma City, Oklahoma 73134. The winner will be notified by e-mail, telephone, overnight carrier, or regular mail within approximately seven (7) days of the drawing.

3. **ENTRY:** To enter, you must call our sales lines (800-ALAMODE) between July 25<sup>th</sup>, 2014 and July 31<sup>st</sup>, 2014 and mention our 29<sup>th</sup> Anniversary. Any other attempt at entry is void. This entry satisfies the express written permission requirement allowing a la mode, inc. to send fax and or email solicitations and/or advertisements. All entries are the property of a la mode.

4. **PRIZE/ODDS:** A total of three (3) prize packages will be awarded, each package includes one (1) Leica DISTO D2 Laser Distance Measurer and one (1) Acer Iconia A1-830-1633 7.9 inch Tablet. The names drawn will receive one (1) prize package. Odds of winning in the drawing depend on the number of eligible entries received. No assignment, transfer or substitution of prize is permitted. Federal and State taxes are the sole responsibility of the winner. Additionally, all registration fees for the prize including, but not limited to, taxes, title and tag are the sole responsibility of the winner.

5. **GENERAL CONDITIONS:** The Contest is void where prohibited. The winner must execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, Publicity Release within seven (7) days of notification. Failure to return documents within seven (7) days of receipt, or if prize notification

or prize is returned as non-deliverable, may result in disqualification with an alternate winner selected, at the sole discretion of a la mode. By accepting the prize, where permitted by law, the winner agrees to grant to a la mode, and its licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further, without such additional compensation, appear for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by a la mode. Further, by accepting the prize, the winner agrees to release and hold harmless a la mode, and its directors, officers, employees, representatives and agents of any type or kind, from any and all liability for any injuries, losses or damages of any kind arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize, participation in any Contest related activity, or participation in this Contest.

a la mode reserves the right, at its sole discretion, to disqualify any participant it finds, in its sole discretion, to be (i) tampering with the entry process or the operation of the Contest, (ii) in violation of these Official Contest Rules, or (iv) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. a la mode will prosecute any fraudulent activities to the full extent of the law.

6. LIMITATIONS OF LIABILITY: a la mode is not responsible for late, incomplete or incorrect entries. If, for any reason, the Contest is not capable of running as planned by reason of tampering, unauthorized intervention, fraud, or any other cause beyond the control of a la mode which, in the sole opinion of a la mode, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, a la mode reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select the winner from the entries received prior to the action taken.

7. DISPUTES: As a condition of participating in this Contest, you agree that any and all disputes which cannot be resolved between the parties, and any and all causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the City of Naples, Florida having competent jurisdiction, which Court shall apply the laws of the State of Florida without regard for doctrines of conflicts of law. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees,

other than your actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and you further waive all rights to have damages multiplied or increased.

8. WINNERS LIST: For the name of the Contest winner, send a self-addressed stamped envelope to: a la mode 29<sup>th</sup> Anniversary Giveaway c/o a la mode technologies, inc., 2210 Vanderbilt Beach Road, Suite 1205, Naples, FL 34109.