

**THE MARK-TAYLOR RESIDENTIAL, INC.**  
**“MARK-TAYLOR SHARE YOUR FAVORITE BIRDSNEST PICKUP LINE”**  
**OFFICIAL CONTEST**  
**RULES AND REGULATIONS (“OFFICIAL RULES”)**  
**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED.**  
**CONTEST OPEN TO LEGAL RESIDENTS IN GOOD STANDING AT A MARK-TAYLOR MANAGED**  
**PROPERTY AGE 18 OR OLDER AT TIME OF ENTRY.**

**ENTRY:**

A purchase will not improve your chances of winning. The “Mark-Taylor Share Your Favorite Birdsneest Pickup Line” (“Contest”) starts 12:01 AM PT, Feb. 1, 2010 and ends at 2:00 PM PT, February 27, 2010 (the “Contest Period”).

Online Entry: To enter the Contest online, visit [www.mark-taylor.com](http://www.mark-taylor.com) on the worldwide web and follow all of the online instructions during the Contest Period, which includes without limitation, the submission of certain materials. To enter the contest you will be asked to submit contact information by completing the fields provided on [mark-taylor.com](http://mark-taylor.com). (1) Include in writing your favorite pickup line, used by yourself, or used on you. All entries will eligible to win (2) General Admission tickets to the Coors Light Birdnest, February 24-27, 2010.

Your notification of entry must be received on or before 2:00 PM PT, Jan. 9, 2010. Mark-Taylor Residential, Inc. (“Mark-Taylor” or “Sponsor”) reserves the right to extend the Contest Period for any reason in its sole discretion. Only one (1) complete entry per person for the Contest may be accepted and is eligible to win.

All entries and submissions become the exclusive property of Sponsor, and will not be acknowledged or returned. No correspondence about entries into the Contest will be entered into or acknowledged or returned. Sponsor retains all rights including, but not limited to the right to copy, edit, modify, adapt, publish, and/or use an entry and submission in any way and in all media throughout the universe in perpetuity without limitation and without any notification, permission or further compensation.

**TERMS OF SUBMISSION:**

By submitting an Entry, Entrants represent, warrant and agree that they are the sole creator of the Entry. Entrants must have all rights, approvals and/or consents necessary to submit their Entry on the terms provided and represent and warrant that their Entry does not violate these Official Rules, or the rights of any other person or entity or any law. Entries must comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, those concerning defamation and invasion of privacy, and must not infringe on the copyrights or trademarks of another party (e.g. must not include licensed music, graphics, logos, images, etc.) as determined by Sponsor. If an Entry includes such material or an element contained in an Entry is deemed unsuitable for public presentation (e.g., contains personal information, nudity, gratuitous violence, inappropriate acts, etc.), unfavorably depicts Sponsor or is inconsistent with the theme or image of the Contest, Sponsor reserves the right, in its sole discretion, to either disqualify the Entry or to blur/remove the disqualifying material and accept the Entry and/or to contact the entrant and invite him/her to resubmit Entry without the disqualifying material.

**ELIGIBILITY:**

Participants must be 18 years of age or older on the date of entry to be eligible to enter and win, and a legal resident currently living in good standing at a Mark-Taylor managed property at the time of entry. Employees of Mark-Taylor nor their family members, their respective officers, directors, agents, representatives or parents, or affiliated or subsidiary companies or advertising or promotion agencies, are eligible to enter or win the Prize (as defined below). By entering this Contest, entrants agree to: (i) be bound by these Official Rules; (ii) abide by all decisions of

Administrator and Sponsor, whose decisions shall be final and binding in all respects; and (iii) waive any right to claim ambiguity in the Contest or these Official Rules.

**WINNER SELECTION:**

After the conclusion of the Contest Period, 50 (50) finalists will be selected in a random drawing on Friday, February 19, 2009 at 4:00pm MST.

The winners will be notified by e-mail and/or telephone. If the winner does not respond within three (3) business days of contact or is unreachable at the e-mail address or phone number supplied (e.g., the e-mail bounces back to Sponsor or Sponsor is unable to leave a voicemail or other message), Sponsor reserves the right to select an alternate winner from all eligible entries; this procedure will be repeated until a new Contest Prize winner who can satisfy all requirements set forth in these Official Rules is selected. In order to receive any prize package, the winners may be required to sign an Affidavit of Eligibility, Personal Release and/or Waiver, Release and Indemnity Agreement, as well as provide additional information, and possibly sign other waivers and releases (collectively, the "Releases"). The winner will have three (3) business days from notification to execute and return the Releases, which among other things, shall release Sponsor and Administrator from any claims, losses, injuries or damages of any kind resulting from participation in this Contest or the use or receipt of the Prize. The winner must also agree to appear in an episode of Mark-Taylor TV if Sponsor, in its sole discretion, wishes to tape/film a program or segment about this Contest. Failure to comply with any of the foregoing may cause the winners to forfeit the Prizes and Sponsor reserves the right to select an alternate winner.

**THE PRIZE:**

Two (2) General Admission tickets to the Coors Light Birdsnest, valued at \$70.

NOTE: The Prize is awarded "as is" without any warranty or guaranty. Details of the Prize not specified herein are at the sole discretion of Sponsor.

The number of eligible entries received during the Contest Period determines the odds of winning the Prize. Sponsor reserves the right to change or replace the Prize at any time with a prize of equal or greater value. The Prizes are not refundable, transferable or assignable and cannot be redeemed for cash and the winners may not elect to substitute any Prize for another. All federal, state and local laws and regulations apply. The winner will be responsible for all federal, state or other applicable taxes, and international tariffs in connection with the receipt of the Prizes.

**LIMITATIONS OF LIABILITY:**

Participants agree to release, indemnify and hold harmless Sponsor, Administrator and each of the Released Parties (as defined below) from and against any and all costs, liability for injuries, losses or damages of any kind due in whole or in part from participation in this Contest. Participants agree that Sponsor, Administrator, and each of their respective parents, agents, affiliates, distributors, programming sponsors, advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (the "Released Parties") shall have no liability, and shall be held harmless, from and against any and all damages, losses or injury resulting in whole or in part, directly or indirectly, from the Prizes, acceptance, possession, use or misuse of the Prizes or participation in this Contest. The Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever.

**GENERAL CONDITIONS:**

This Contest is void where prohibited or restricted by federal, state, or local laws. Illegible, unintelligible or incomplete entries or responses will be disqualified. Neither Sponsor, nor Administrator is responsible for any lost, damaged, misdirected, stolen, late, postage due or undelivered entries or for its failure to receive entries or for any errors in mechanical transmission, technical difficulties or inability to transmit Internet entries or for any technical, network, electronic, telephone, computer, hardware or software failures of any kind, including any injury or damage to participant's or any other person's computer related to or resulting from participating in or

downloading any materials in this Contest or for any other conditions beyond its reasonable control. In the event that technical or other circumstances compromise any selection of the winner or alternates hereunder, Sponsor reserves the right to cancel this Contest, and select winners for the Prizes from all eligible entries received prior to the cancellation. Neither Sponsor nor Administrator is responsible for typographical errors in the website for the Contest or these Official Rules.

**OFFICIAL RULES AND WHO WON:**

For a copy of these Official Rules, please send a self- addressed, stamped envelope to: "Mark-Taylor Share Your Favorite Birdsnest Pickup Line" Official Rules, 6623 N. Scottsdale Road (WA residents only may omit return postage). To learn the name of the Prize winner, either send an e-mail message to [contest@mark-taylor.com](mailto:contest@mark-taylor.com) and include in the subject line the words: "Mark-Taylor Share Your Favorite Birdsnest Pickup Line" WINNER NAME" or send a self-addressed, stamped envelope to "Mark-Taylor Share Your Favorite Birdsnest Pickup Line" WINNER NAME" at the address for Mark-Taylor referenced immediately above. All requests for the Official Rules or name of the Prize winner must be received no later than 45 days after the close of the Contest Period.

**PRIVACY POLICY:** Any personal information supplied by entrant to Sponsor will be subject to Sponsor's privacy policy: <http://mark-taylor.com/privacy.htm>

This Contest shall be governed by and construed in accordance with the laws of the State of Arizona, USA. By entering this Contest, entrants hereby submit to the jurisdiction and venue of the federal and state courts of Arizona, USA and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

**SPONSORS/ADMINISTRATOR:**

The Sponsor and Administrator of this Contest is Mark-Taylor Residential, Inc., 6623 N. Scottsdale Rd. Scottsdale, AZ 85250.

© 2009 Mark-Taylor Residential, Inc. All rights reserved.