

PROSPECT MORTGAGE HOLIDAY HOME PHOTO CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. . A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

IMPORTANT – PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE SUBMITTING ANY MATERIALS. THE SUBMISSION OF ANY MATERIALS CONSTITUTES AN AGREEMENT TO ABIDE BY THE OFFICIAL RULES THEN IN EFFECT. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, DO NOT SUBMIT ANY MATERIALS.

1. **ENTRY PERIOD:** The Prospect Mortgage Holiday Home Photo Contest (“**Promotion**”) begins on November 28, 2014 at 12:00 AM Pacific Time (“PT”) and ends December 26, 2014 at 11:59 PM PT (the “**Promotion Period**”). During the Promotion Period, participants will be asked to submit their “Holiday Home” photo (“**Submission**”). All entries must be received during the Promotion Period to be eligible to win a prize. Sponsor’s (defined below) computer is the official time-keeping device for the Promotion.
2. **SPONSOR:** Prospect Mortgage, LLC dba Prospect Lending, LLC, 15301 Ventura Blvd., Suite D 300, Sherman Oaks, CA 91403 (“**Sponsor**”). Sponsor is an Equal Housing Lender.
3. **ELIGIBILITY:** OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OLD OR OLDER AS OF TIME OF ENTRY. If you have an APO or FPO mailing address, you must identify your state of permanent residence. Officers, directors and employees of Sponsor, its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotional agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”) and each of their family members and/or people living in the same household are NOT eligible to enter the Promotion or win a prize. Entry in the Promotion constitutes your full and unconditional acceptance of these Official Rules. All applicable federal, state, and local laws and regulations apply. Offer void in Puerto Rico, Guam, the U.S. Virgin Islands and other US Territories and where prohibited by law.
4. **HOW TO ENTER:** During the Promotion Period (1) visit Sponsor’s Holiday Home Contest Facebook page at <https://www.facebook.com/ProspectMortgageDirect> (the “**Promotion Site**”); and (2) follow the instructions on how to submit your entry. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected or illegible entries. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. **Limit one (1) entry per person in the Promotion regardless of method of entry.**

By entering this Promotion, you agree that your Submission conforms to the Submission Guidelines and Content Restrictions listed below (collectively, the “**Guidelines and Restrictions**”) and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Promotion if it believes, in its sole discretion that your Submission fails to conform to the Guidelines and Restrictions.

By entering this Promotion, in addition to rights granted below, you: (a) grant to Sponsor all rights necessary to display your Submission on the Prospect Mortgage website(s) and Prospect Mortgage Holiday Home Photo Contest Facebook page; (b) hereby waive any so-called moral (i.e.: creative rights) in your Submission; (c) represent and warrant that you have the right to grant the rights granted in these Official Rules; and (d) represent and warrant that your Submission and its use as contemplated in these Official Rules does not and will not violate, misappropriate, or infringe upon any law or regulation

or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.

SUBMISSION GUIDELINES:

- The Submission must include a digital photo and a personal story;
- The Submission must be entrant's original creation and owned one hundred percent (100%) by the entrant, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material);
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means;
- The Submission must not contain any brands, logos or trademarks not allowed to be featured in Sponsor promotions and advertising;
- The Submission photo must demonstrate the following Promotion theme: "Holiday Home". Submission must be an image of the entrant's home or part of the entrant's home decorated to represent the theme of Christmas/Hanukkah ("**Promotion Theme**").
- The Submission must also include a personal story demonstrating the Promotion Theme of "Holiday Home."

PROMOTION RESTRICTIONS:

- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;
 - The Submission must not disparage any person or entity;
 - The Submission must not contain material that is inappropriate, indecent, obscene, pornographic, libelous, hateful, tortuous, and/or defamatory;
 - The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
5. **SELECTION OF WINNERS/ODDS.** The Sponsor, and/or its designated representatives, will review all Submissions received and will post all eligible entries that conform to these Official Rules to the Promotion Site ("Eligible Submissions"). Eligible Submissions will be available on the Promotion Site for viewing by the general public and any such posting will be deemed made at the direction of the entrant. Entries that do not comply with these Official Rules, as determined in Sponsor's sole discretion, will be disqualified from the Promotion and may not appear on the Promotion Site. Decisions of the Sponsor are final and binding. Voting on the Submissions starts on November 28, 2014 12:00 AM PT and ends December 26, 2014 at 11:59 PM PT ("Voting Period"), such dates subject to change. Voters must visit the Promotion Site and select which of the posted Submissions they believe reflect the best "Halloween Home". See below Consumer Voting for additional criteria. Voters may vote on the Promotion Site (limit one (1) vote per person on the Promotion Site per Submission). Any entrant offering or using, or attempting by payment or other means to obtain votes will be disqualified and any votes received by those means will be void in Sponsor's sole discretion. If votes or attempts are made to vote in excess of the stated limits, the Sponsor may, in its sole discretion disqualify any related entrant or votes. Votes will be tallied by Sponsor and/or Sponsor's designated representatives after the close of the Voting Period. Once the Voting Period ends, the entries will be judged by a panel at Sponsor who will select a winner based on the amount of votes the entry received and the uniqueness and creativity of the Christmas/Hanukkah holiday decoration submission. Sponsor Judges have practical knowledge and experience in design, real estate, photography and writing. Sponsor's panel of judges consists of

Marketing and Advertising executives. The odds of winning are dependent upon the number of entries received. Only one (1) winning entry will be selected.

Judge's Scoring:

75% of the winner's score is based on the judges' evaluation of the uniqueness, creativity and style of the submitted photo as well as the writing of the personal story accompanying the photo in comparison to other contest entries.

25% of the winner's score is based on the total number of votes they receive and how many "likes" and photo "shares" of their submitted photo and personal story occurred on Facebook.

Consumer Voting:

Viewers must visit the Promotion Site and evaluate the photos and their accompanying stories and vote for the entry that they feel best exemplifies the theme of the contest, "Holiday Home". Questions the viewers should ask themselves include the following: Does the photo of the home appear to demonstrate the general theme of the Holiday Season? Does the photo communicate the excitement and anticipation of the holiday and their home? How unique and compelling is the accompanying personal story to the submitted photo? Viewers should consider both the photo and the personal story when casting their vote.

Each entrant agrees to be bound by and not challenge the final decision of the Sponsor. All Promotion results are final and binding. If a winning entry is found to be invalid for any reason or it is discovered that the person who submitted the winning entry did not comply with these Official Rules prior to the prize delivery, the prize may be forfeited and awarded to an alternate winner.

Contest Entry Dates	Voting Period	Potential Winner Notification
11/28-12/26	11/28-12/26	1/02/14

The Potential Prize Winner will be notified via email and/or by phone by the Sponsor whose decisions are final and binding on all matters relating to this Promotion. Sponsor will notify the potential Promotion winner on or about 2:00 PM PT on January 2nd, 2014.

If the potential winner: (i) cannot be contacted; (ii) does not respond within seven (7) days from the first notification attempt; (iii) refuses the prize; (iv) fails to provide Sponsor with satisfactory proof of age and identity, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Sponsor shall have no liability for any winner notification that is not received by a potential winner for any reason.

- PRIZES.** One (1) prize will be awarded for the Promotion and will consist of one (1) \$250 Gift Card ("the Prize") (approximate retail value of US \$250). Gift cards are subject to the terms and conditions printed on the card and imposed by the issuer. **Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.** If the Prize is returned as undeliverable or otherwise not claimed within ten (10) days after delivery of notification, the Prize will be forfeited and may be awarded to an alternate winner selected by the Sponsor from all of the remaining eligible entries that meet the Criteria. The Prize is not transferable, is not eligible for any Sponsor credit or refund, and may not be used with any other promotional discount. No substitutions or exchanges (including for cash) of the Prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for the Prize. Each potential winner may be required to execute an Affidavit of Eligibility, acceptance of these Official Rules, a Liability Release, any other legal, regulatory or tax-related documents and where imposing such condition is legal, a Publicity Release (collectively, the "Prize Claim Documents"). If a potential winner fails or refuses to sign and return all Prize Claim Documents within

seven (7) days of Prize notification, the winner may be disqualified and an alternate winner may be selected. The Prize will be fulfilled approximately four (4) to six (6) weeks after notification of the winner. By accepting the Prize, the winner acknowledges compliance with these Official Rules. Limit one (1) prize per person/household.

7. **REPRESENTATIONS AND WARRANTIES.** By entering the Promotion, entrant represents and warrants as follows (i) the Submission is the entrant's own original work, previously unpublished; (ii) the Submission is not protected by copyright, trademark, patent or other intellectual property or other third party rights unless the owner of those rights have given their express permission; (iii) the Submission does not contain any computer virus and is otherwise uncorrupted; (iv) the Submission does not or will not violate any applicable laws, and is not and will not be defamatory of libelous.
8. **RELEASE.** Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.
9. **NO FACEBOOK ENDORSEMENT.** This Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Inc. Any information that you provide in connection with the Promotion is to Sponsor and/or its administrators and not to Facebook. You understand that by using and interacting with www.facebook.com you are subject to the terms, conditions and policies that govern the use of www.facebook.com. You should therefore review the applicable terms and policies for www.facebook.com, including privacy and data gathering practices, before using or interacting with Facebook.
10. **WINNER'S LIST; RULES REQUEST.** For the Winner's List, send an email with subject line: "Holiday Home Photo Contest Promotion Winner List Request" to socialmediamanager@prospectmtg.com by April 1, 2015. To obtain a copy of these Official Rules, send an email with subject line: "Holiday Home Photo Contest Promotion Official Rules Request" to socialmediamanager@prospectmtg.com. If you have any questions about these Official Rules or the Prospect Mortgage Holiday Home Photo Contest Promotion, please email them to: socialmediamanager@prospectmtg.com or send written questions to Prospect Mortgage, 15301 Ventura Blvd., Ste. D300, CA 91403.
11. **LIMITATION OF LIABILITY.** The Promotion Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any 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 Promotion or for miscommunications or for the incorrect capture of information; (c) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the entrant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or access or download any materials from the Contest Site. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically

impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order or any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner(s) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

12. **USE OF WINNER'S NAME, LIKENESS, ETC.** Except where prohibited by law, entry into the Promotion constitutes permission to use winner's name, Facebook name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes Sponsor deems appropriate – including, without limitation, for promotional and publicity purposes – without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in Sponsor's sole discretion) be required to execute a written consent, confirming Sponsor's right to use such winner's name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation and hereby releases Promotion Entities from any liability with respect thereto.
13. **MISCELLANEOUS:** By entering or participating in the Promotion, participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right at its sole discretion to disqualify the entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Promotion or (b) violating these Official Rules. . If a dispute arises about the identity of the entrant, entries made online will be declared made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (i.e.: business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide Prospect Mortgage with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. All entry information becomes the property of Sponsor and will not be acknowledged or returned. Except as otherwise disclosed in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, any information collected through the Promotion shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: www.myprospectmortgage.com/Privacy.asp. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any and all disputes, claims and causes of action arising out of or in any way related to this promotion shall be resolved individually, without resort to any form of class action and each entrant consents to

exclusive jurisdiction and venue in the State California. These official rules and the interpretation of their terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law rules. Prospect Mortgage and Prospect Lending are trademarks of Prospect Mortgage. The Promotion and all accompanying materials are copyright 2014 by Prospect Mortgage. All rights are reserved.