

Promotion Terms and Conditions

- Promotion; Rules.** These terms and conditions ("Rules") apply to the promotion and prize giveaway to be conducted by McBride & Son Homes, Inc., McBride & Son Homes Kansas City, LLC, Rockwood Homes, LLC, Vantage Homes, Inc., Vantage Homes of Illinois, L.L.C. and their affiliates (herein collectively, "McBride") starting August 1, 2009 and ending August 31, 2009 ("Promotion"). By entering the Promotion, each entrant agrees fully and unconditionally to be bound by these Rules and the decisions of McBride. In the event of any dispute regarding the Rules, conduct, results and all other matters pertaining to the Promotion, the decision of McBride shall be final.
- Promoter.** The promoter of the Promotion is McBride, #1 McBride & Son Center Drive, Chesterfield, MO 63005, Attn: Sales and Marketing Director.
- No Purchase Required; Voluntary. No purchase is necessary to enter the Promotion or to win. Making a purchase from McBride will not increase an entrant's chances of winning.** Participation in the Promotion is strictly voluntary.
- Residence; Age Limitations.** The Promotion is open to Missouri and Illinois residents only. All entrants must be 21 years of age or older to be eligible to participate in the Promotion. Proof of residence and age may be required by McBride. Employees and family members of McBride and of any companies or sponsors participating in the Promotion are not eligible. Current residents of McBride's communities and existing McBride customers are not eligible.
- Single Entry; Not Multiple.** Only one (1) entry per family/household is permitted. Any attempt by any individual entrant, family or household to obtain or submit more than one (1) entry to the Promotion by using multiple/different identities, aliases, addresses, email addresses, phone numbers or any other methods will void that individual entrant's, family's or household's entry and result in his/her/its disqualification from the Promotion.
- Disqualification.** By entering the Promotion, the entrant warrants that all information submitted is true, accurate, current and complete. McBride reserves the right, in its sole and absolute discretion, to disqualify any entrant if it determines the entrant has breached any of these Rules. In the event that McBride subsequently determines that the Promotion entrant/winner is/was ineligible for the Promotion pursuant to these Rules, McBride may disqualify the entrant/winner and may select a replacement from all remaining eligible entrants. Any disqualified winner shall return to McBride any previously awarded prize immediately upon notice of disqualification. McBride's decision to disqualify any entrant, including any winner, is final.
- Entries; Information.** To enter the Promotion, each entrant is required to visit a designated model home sales office within one of McBride's residential communities in either Missouri or Illinois in person and is required to answer all of the questions presented on a Promotion entry card provided by McBride, including providing first and last name, mailing address, email address, date of birth and daytime phone number. Information submitted by an entrant must be personal to and pertain specifically to the entrant and not to others. The entrant warrants that the information submitted will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening. McBride reserves the right, but not the obligation, to screen, filter and/or monitor information provided by entrants and to edit or remove the same and McBride reserves the right to disqualify the entrant.

All entries must be submitted in person, on McBride's form, at one of McBride's designated model home sales offices and must be received by McBride before 5:00 p.m. (Central Time) on August 31, 2009 to be eligible for the Promotion. McBride is not responsible for late, lost, incomplete, illegible or misdirected entries or communications or for errors, omissions, interruptions, deletions, defects or delays.

8. **Prizes.** McBride will give away the following prizes at the conclusion of the Promotion:

- One (1) personal watercraft from Chesterfield Motor Sports, LLC with a retail value equal to or less than \$5,000.00; or
- One (1) certificate for travel arrangements booked by Altair International Travel Company, Inc. in an amount equal to \$5,000.00; or
- One (1) Smart Car from Smart USA Distributor, LLC with a retail value equal to or less than \$13,000.00; or
- Two (2) season tickets to the St. Louis Cardinals 2010 Major League Baseball season with a retail value equal to or less than \$5,000.00.

Only one (1) prize will be awarded to each winning entrant. The prize awarded will be as determined by McBride in its sole and absolute discretion. No entrant, including the winning entrant, will have a right or claim to any specific prize. Prizes are non-transferable and non-refundable and must be accepted as awarded and in their "as-is" condition with all faults latent and patent. McBride shall not, in any way, be liable for the condition of any prize or any expense, loss, cost or damage claimed, incurred or occasioned by any entrant's receipt of any prize or arising out of any entrant's possession or use of any prize.

The prizes are not cash or cash equivalents and may not be substituted for cash or otherwise substituted or exchanged by a winning entrant; provided, however, McBride reserves the right, in its sole and absolute discretion, to substitute any prize with either cash or a different prize of equal value if McBride determines the intended prize is not readily available for any reason.

The winner is responsible for all income, sales, use or other taxes, surcharges or fees associated with the receipt of any prize and for obtaining and the cost of any inspections, permits, licenses or other approvals required for the possession, use or enjoyment of any prize. Moreover, the winner's possession, use, enjoyment or redemption of any prize shall be subject to any terms, conditions, rules, regulations, restrictions, qualifications or other limitations that may be imposed by the manufacturer, supplier, distributor, deliverer or agent of the prize and McBride shall have no liability for the same. As to the travel prize, certain exclusions and date limitations may apply. As to the St. Louis Cardinals season ticket prize, tickets are for St. Louis home games only and are subject to availability and no representations are made regarding seat location.

The samples, displays, pictures, signs, advertisements and other print or graphical representations of the prizes available in the Promotion are for illustrative purposes only and do not necessarily represent the actual prizes to be awarded at the conclusion of the Promotion.

9. **Odds; Drawing; Winners.** A winning entrant for each prize shall be selected by random drawing from the pool of eligible entries on or before September 15, 2009. The random drawing will be conducted by a representative of McBride who will act as judge by selecting a total of four (4) winners in a random drawing from the pool of all eligible entries. McBride shall determine the location, manner and method of the drawing in its sole and absolute discretion and entrants shall not have a right to attend, witness or audit the drawing. **The odds of winning will depend upon the total number of eligible entries received by McBride.** The judges' decision will be final in all respects and in every situation.

Winners will be informed directly in the manner determined by McBride. If a winner of a prize cannot be located or does not respond within five (5) business days of notice from McBride, then the prize will be forfeited automatically and McBride reserves the right, in its sole and absolute discretion, to select an alternate winner drawn from the pool of remaining eligible entries.

Winners may be subject to identity verification and may be required to complete a prize claim form, including furnishing their Social Security number, for federal, state and local tax reporting purposes.

10. **Marketing; Distribution.** McBride may request winners to take part in or cooperate with public relations, marketing and other publicity pertaining to McBride and the Promotion. Participation in the Promotion constitutes the winner's consent to McBride's use of the winner's name, likeness, image, photograph and city of residence for promotional purposes without further payment or consideration. Winners must co-operate fully with McBride's requests from time-to-time. McBride may utilize entry information and may contact entrants for sales, marketing and other purposes unrelated to the Promotion and may share and distribute entrant contact information with other companies or sponsors affiliated with McBride or participating in or sponsoring the Promotion without any liability to any entrant.

11. **Waiver; Limitation on Damages; Choice of Law.** In the event of any dispute arising out of the Promotion, including these Rules, each entrant's sole remedy is limited to entry into another promotion or event offered by McBride with prizes of similar value. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages. All disputes concerning the construction, validity, interpretation and enforceability of the Promotion, Rules, entrant's rights and obligations, or the rights and obligations of McBride in connection with the Promotion and the Rules, will be governed and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law, and subject to venue in St. Louis County, Missouri.

12. **Change; Termination.** McBride may modify, change, alter, withdraw, terminate or cancel the Promotion at any time, and for any reason, in McBride's sole and absolute discretion, without notice to any entrant. McBride may modify, change, alter, supplement or amend these Rules at any time, and for any reason, in McBride's sole and absolute discretion without notice to any entrant.

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