

SDAR's Member Advisory Program (MAP) Terms and Conditions:

"We", "us", "our", and "SDAR" refers to the San Diego Association of REALTORS®, 4845 Ronson Court, San Diego, CA 92111. "You" or "Member" refers to the member of San Diego Association of REALTORS® that is completing the survey. "MAP", "Advisory Panel", refers to the SDAR Member Advisory Panel.

By accessing and completing this questionnaire, you are acknowledging that you have read, understand and agree, without limitation or qualification, to be bound to these Terms and Conditions.

Promotions, offers, and items may be available for redemption after completing a survey. These promotions, offers, and items are subject to change and are based on eligibility; 1) The program is open to SDAR members, and 2) enrollment or participation in the Member Advisory Program constitutes Enrollee's full and unconditional agreement to these Terms and Conditions. Member name, e-mail address and member number must be provided to be eligible to receive the promotion, offer, or item. One (1) entry per member per version of topical survey. Odds of winning are based on total number of entries. SDAR reserves the right to discontinue promotions, offers, and items at its sole discretion and without notice. SDAR employees and their family are not eligible to win. Family is considered anyone directly related, related by marriage, cohabitation, adoption or other familial relationship. Winners will be notified by phone. SDAR will call the main number from the winning member's record on file with SDAR. The Member is responsible to return calls during business hours within 48 hours to collect their prize. SDAR is not responsible for misdirected calls, entries or any technical or other difficulties that may or may not result in the completion of the survey or contacting of the winners. Winners are required to give full rights and usage without restriction of photo, video, likeness, name and company. Winner is responsible for all applicable taxes. Value of the prize not to exceed \$500. No purchase necessary to win. To receive winner information, send stamped self-addressed envelope to "MAP, 4845 Ronson Ct, San Diego, CA 92111." Winners must provide their Social Security number and are responsible for any applicable taxes. SDAR will not be held liable for fraud or other illegal activities associated with any promotion, offer, giveaway or contest.

We reserve the right to change Terms and Conditions at our sole discretion and without notice. Changes may be as a result of changes in the law, policy, or other criteria as we determine without restriction or notice. You must provide member number, name, phone and e-mail to participate in the survey(s). We are responsible for maintaining the confidentiality of your information. You are responsible for keeping such information current, complete, accurate and truthful. The information you provide may be used by SDAR to create and deliver to you e-mails about our surveys or other e-mail or promotions.

Please review our Privacy Policy as reference to our practices. All content and information on the surveys or Website, and including but not limited to, logos, trademarks, images, "look and feel", text, graphics, and the organization thereof (referred to as "Content") is the sole property of SDAR, and is protected by U.S. and international laws, including laws governing trademarks and copyrights. Any portion of the website, survey or other content may not be reproduced, duplicated, sold, copied, accessed, modified or otherwise exploited in part or whole, for any purpose without our express, prior written consent.

Any suggestions, inquiries, ideas, feedback and all other information you provide to us (referred to as "Submissions") will be treated as non-confidential and nonproprietary. Full ownership of submission is granted by transmission. SDAR will retain full ownership of your submissions and they will become intellectual property in the same as if we had developed and created the submission. SDAR reserves the right at our sole discretion to modify, copy, duplicate, reproduce, publish, distribute, adapt, translate, assign, license, distribute, or sell all submissions in any manner or method as we see fit at our sole discretion, including but not limited to copying

in part or wholly. We reserve the right to create derivative works from, distributing and displaying any submission in any media, technology, or form, without notice at our sole discretion. By making a submission, you warrant that you control the rights to all submissions. Any attempt to mislead or impersonate may result in action. By agreeing the Terms and Conditions you indemnify us for all claims connecting or arising from your submissions. You further agree not to falsely state or otherwise misrepresent your affiliation or impersonate any person.

Representations and Warranties, Limitation of Liability:

THE SURVEY IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (f) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (g) EVENTS BEYOND OUR REASONABLE CONTROL.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE OR YOUR USE THEREOF REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from a breach of these Terms and Conditions. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use, and supersede and govern all prior proposals, agreements, or other communications.

Nothing contained in these Terms and Conditions shall be construed as creating any partnership, agency or other form of joint enterprise between us.