

AFFIDAVIT REQUIRED FOR THIS PROGRAM
WENDELL FALLS 2016 Realtor Rewards Program (“Program” or “Contest”)
OFFICIAL RULES

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE.

OPEN ONLY TO PERSONS LICENSED AS REAL ESTATE BROKERS IN THE STATE OF NORTH CAROLINA WHO ARE 18 OR OLDER AND ARE LEGAL RESIDENTS OF THE UNITED STATES.

MULTIPLE ENTRIES WILL BE ALLOWED PER BROKER.
VOID WHERE PROHIBITED.

THIS PROGRAM IS GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

1. **ELIGIBILITY:** The WENDELL FALLS 2016 Realtor Rewards Program (“Program” or “Contest”) is open only to persons licensed as real estate brokers in the State of North Carolina who are 18 years or older as of the commencement of the Program Period (defined below) and legal residents of the United States (“Real Estate Broker”). Employees, contractors, or agents of NASH Wendell Falls, LLC, (“Sponsor”), Newland Real Estate Group, LLC fka Newland Communities, LLC (“Newland”), or of any “Builder” (defined below) or any of their parent companies, affiliates, agents, or subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees, contractors or agents, are not eligible to participate. This Program is intended for Real Estate Brokers that are licensed in and reside in the State of North Carolina and any Real Estate Broker that is not licensed in and a resident of the State of North Carolina would not be eligible to participate. Void where prohibited by law. Details and qualifications for participation in this Contest may apply. These details and qualifications are set forth in these Official Rules.
2. **SPONSOR:** The Programs is sponsored by NASH, Wendell Falls, LLC, Wendell, North Carolina.
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Program constitutes Real Estate Broker’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.
4. **PROGRAMS PERIOD:** The Program Period to obtain entries into the drawing begins January 1, 2016 through midnight December 31, 2016 (“Program Period”).
5. **REGISTRATION:** Real Estate Brokers may register for the Program and obtain an Official Enrollment Form online at wendellfalls.com or by completing the Enrollment Form at the

information center or builder model. The Real Estate Broker will only have to complete one Enrollment Form during the Program Period. There is only one entry allowed per day, per builder or Information Center for showings and previews. Participants are responsible to assure that the completed Official Entry Form is filled out properly. An entry form is defined as registering Real Estate Broker's name for a preview and for a showing Real Estate Broker's name and Real Estate client's name and contact information with the builder's agent for builder showings or with a Newland Communities' employee for an overview at the Wendell Falls Information Center. If you fail to visit the designated locations, and have not filled out or signed your entry, it will be invalid and disqualified. Multiple registrations on differing days are encouraged and can be submitted by a Participant. However, a Participant shall not misrepresent himself or herself through the use of aliases or otherwise. This will lead to disqualification from the entire Program. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation or otherwise in connection with the Program. All questions or disputes regarding eligibility for the Program, or award of prizes, or a Participant's compliance with these Official Rules, will be resolved by Sponsor in its sole discretion. No purchase or payment necessary to participate.

Successful enrollment in the Programs requires the agency/broker with whom the enrolling Real Estate Broker is affiliated or associated with or which employs the Participant ("Participant's Broker-in-Charge/Agency") to acknowledge and agree in writing to such enrollment and to Participant's receipt of awards pursuant to this Program by executing the Consent To Participate Form ("Consent To Participate"). As required, each Participant shall obtain his or her broker's executed Consent To Participate (or a scanned version thereof) and provide it to Sponsor as soon as possible, but in no event later than the time when an Official Entry Form is returned to the Sponsor. Such Consent To Participate shall also be an acknowledgement and agreement that the Broker-in-Charge and the Participant are fully aware of the laws and regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate as set forth by the North Carolina Real Estate Commission and that such participation or receipt of incentives or Prize does not violate any such laws or regulations. Participant acknowledges and agrees that any Prize awarded hereunder will be awarded to Participant's Broker-in-Charge/Agency and not to Participant.

6. THE PROGRAM – PARTICIPATION AND ENTRIES

Participation: Only those Participants who have completed the registration form and submitted it as directed will have the opportunity to participate in the Program.

To maximize the number of entries to be eligible for the Random Drawing, you can earn points as follows:

Activity	Number of Entries in the Random Drawing
New registered showing at Wendell Falls	One (1) entry per day for each eligible showing.

Activity	Number of Entries in the Random Drawing
2016 Builder Preview	One (1) entry per day for each Real Estate Broker preview unaccompanied by a client.
First 2016 contract	One (1) Entry. Each contract shall be reviewed by the Sponsor against the builder report.
Second 2016 contract	One (1) Entry. Each contract shall be reviewed by the Sponsor against the builder report.
Third 2016 contract	One (1) Entry Each contract shall be reviewed by the Sponsor against the builder report.
Fourth 2016 contract	One (1) Entry. Each contract shall be reviewed by the Sponsor against the builder report.

There is no maximum number of entries that a Broker can obtain for the 2016 calendar year. Contracts must occur in 2016. Sponsor will keep a quarterly record of all entries. Real Estate Broker can check in at the information on a quarterly basis to obtain the number of entries that they have accumulated. Sponsor will not be sending any notifications of entries and if a Real Estate Broker disagrees with the number of entries, they must notify the Sponsor with supporting documentation.

In addition to the Prize described below, Sponsor is currently offering added incentives to those Real Estate Brokers that participate in the Program. In addition to the entries for the drawing described above, all Real Estate Brokers who have a 2016 Contract will receive the following: For the first new home contract in 2016 at Wendell Falls, Sponsor will provide the Real Estate Broker a Tiffany’s platter within sixty (60) days of the first closing. The approximate retail value of this platter is \$60.00. There will be no substitutions. For the second new home contract in 2016 at Wendell Falls, the Real Estate Broker will receive an Umstead Spa Gift Card valued at \$150. All Gift Cards are for a dollar amount which will provide the guest the opportunity to select their preference of Spa treatment(s). All expenses or costs associated with the use of the Spa Gift Card are the responsibility of the recipient. Use of the Gift Card is subject to the issuers’ terms and conditions, which may include expiration dates and other service fees, which are the responsibility of the recipient/user. The Spa may impose restrictions on the use of the Gift Card, which are subject to change. At this time, the guest must receive a treatment of at least \$100 or more to utilize the Spa facilities for the day. The Spa facilities include: whirlpool, sauna, steam room, current pool, multiple relaxation lounges, and meditation courtyard. Availability of the facilities is subject to change and is not guaranteed on the date of an appointment. The guest will need to call the Spa at (919) 447-4170 to reserve their treatments. The Gift Card can be utilized at The

Umstead Hotel and Spa. Gift Cards are non-refundable. The Spa is not affiliated with the Sponsor. No substitution or cash redemption of the Gift Card is permitted.

For the third new home contract in 2016 at Wendell Falls, an Agent will receive a headshot as well as print, online and on-site media presence as determined by Wendell Falls marketing team. The headshot gift by Headshots Raleigh is a pre-selected package for a professional head shot that includes a session and one (1) digital image worth \$150

For the fourth new home contract in 2016 at Wendell Falls and for every new home contract after that in 2016 at Wendell Falls, the Agent will receive a \$150 gift certificate.

These are all added incentives to keep the Real Estate Broker engaged with Wendell Falls and are not part of the Prize.

7. **PRIZE:** One (1) prize will be awarded by random selection of the winner from the total pool of entries on by January 22, 2016. The prize consists of ONE (1) American Express Gift Travel certificate. The actual retail value of this certificate is \$1500.00. All federal, state, local taxes on prize value, if applicable, are the sole responsibility of winner. An IRS form 1099 will be issued if required by law. Prizes will be awarded to the winner's Broker/Agency provided such winner satisfies Programs requirements and has complied fully with these Official Rules, as determined by Sponsor in its sole discretion. Participants and Participants' Brokers/Agencies, as applicable, are responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of any Prize. A Participant's right to receive a Prize is not transferable. No substitution, cash redemption or transfer of right to receive prize permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prize consists only of items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize that are not expressly specified in these Official Rules as part of the prize are the responsibility of the winner. Use of gift card is subject to the issuers' terms and conditions, which may include expiration dates and other service fees. The Prize will be awarded if properly claimed.
8. **RANDOM DRAWING:** The random drawing will be held on January 22, 2016 at approximately 2:00 PM ET at the information center, located at 320 Vintage Point Lane, Wendell, NC 27591. Sponsor will conduct the random drawing from among all eligible entries received to select one (1) potential winner. The Sponsor's decisions are final with respect to all matters relating to this Program. Participants need not be present at drawing to win. Odds of winning depend on the number of eligible entries received. E.g., if 100 entries are received, the odds of winning are 1:100. An individual participant's chances will be one, divided by the number of actual entries received by the Sponsor. The odds of winning for an individual Real Estate Broker increase with participation and the accumulation of entries. Potential winner may be notified by telephone and/or e-mail, at Sponsor's discretion. Winner is subject to verification. The Sponsor's decision is final with respect to all matters relating to the Program and the award of the Prize.

All Real Estate Brokers who receive an incentive valued at \$500.00 or more as well as the potential winner of the American Express Gift Travel certificate will be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability/Publicity Release, a Consent Form from the Broker-In-Charge/Agency and IRS W-9 Form within 10 days of attempted delivery of same. If the Real Estate Broker and/or the potential winner fails to respond to any notification attempt within forty-eight (48) hours, or if any attempted notification or prize delivery is returned as undeliverable, or if the potential winner fails to complete and return any required affidavit or release, consent form or IRS W-9 form within the specified time period, the Real Estate Broker will be disqualified from receiving the incentive and the potential winner will be disqualified and an alternate winner selected from eligible entries received for the Prize. Odds of winning depend on the entries earned, the number of eligible entries received and/or the number of Participants earning the same highest number of points over the applicable assessment period. Winner is subject to verification.

9. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By registering and entering into the Programs and/or accepting a Prize, each Participant agrees: (i) to release and hold Sponsor, Newland, all Builders, and each of their affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents (collectively “Released Parties”), harmless from and against any and all claims and liability arising out of participation in the Programs, and to hold the Released Parties harmless against any and all claims and liability arising with the use or redemption of any Prize, specifically including, without limitation, any claims, injuries, demands or liability arising out of Participant's entry onto or activities conducted at the Wendell Falls Community or elsewhere in connection with the Program. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Program, activities conducted at the Wendell Falls Community, or use or redemption of any prize, (ii) to be bound by the Official Rules, and the decisions of Sponsor in all regards, which are final in all respects, (iii) that Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the registration or entry process, and (iv) that Sponsor, Newland and/or Builders are not responsible and do not assume liability for any injury or damage caused, or claimed to be caused, by participation in this Programs or use or redemption of any Prize. All entries become the sole property of Sponsor and shall not be returned. Acceptance of a Prize by a Participant constitutes permission for Sponsor, Sponsor’s licensee, or Newland to use Participant's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Official Rules to the extent and for so long as such failure or delay is caused by or results from causes beyond Sponsor's reasonable control. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Programs or in the announcement of the prizes.

Participant further acknowledges and agrees that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of the Prize or the transmission or use thereof.

In the event of any claim, demand, cause of action or other potential liability of Sponsor to any Participant hereunder solely related to the Prize and not any of the incentives, Participants agree that the liability of Sponsor, if any, shall be capped at the actual retail value of the Prize or \$1500.00. By entering into the Program, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

By participating in the Programs, Participant agrees that the Released Parties are not responsible for incomplete, lost, late, damaged, illegible, delayed, corrupted or misdirected e-mail, entries, or other transmissions, or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware or software, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmission or any combination thereof, any typographical or any other human or technical errors of any kind. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this Program.

Acceptance of Prize constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use winner's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All entries become the sole property of Sponsor and will not be returned.

Participant acknowledges and agrees that NASH Wendell Falls, LLC and any party related to Sponsor who may be a member of an affiliate of Newland, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to this Programs. Accordingly, NASH Wendell Falls, LLC shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against Sponsor on account of or arising out of any obligations arising out of or related to this Programs. Further, Participant waives any claims against Sponsor, irrespective of the nature of such claims, and agrees to look solely to the assets of Sponsor for the enforcement of any claims arising hereunder or related hereto.

Participation does not give Participants any rights unto the copyrights, service marks, trademarks or other intellectual property of Sponsor.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE HEREUNDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR PREMIUMS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR

AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, ALL THIRD PARTY SERVICES AND/OR MERCHANDISE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND/OR MERCHANDISE OFFERED THROUGH THE PROGRAM INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. **MODIFICATIONS AND TERMINATION OF THE PROGRAMS:** Sponsor reserves the right to cancel, suspend, or modify the Program or any of its Official Rules set forth herein (including, but not limited to, the Program Period, Incentives, Prize and their terms, and any other option made available to Participants) at any time, with or without notice, even though these changes may affect a Participant's ability to qualify for or receive Prize. In its sole discretion, the Sponsor may cancel, or suspend the Contest if the Contest is compromised by virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Sponsor which in Sponsor's opinion are impair the administration of the Contest.

A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's information center at 320 Vintage Point Lane, Wendell, NC 27591.

11. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Program participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any website or undermine the legitimate operation of this Program, or conducts activities in a manner inconsistent with these Official Rules or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Prizes and their associated benefits, including, without limitation, the return of any Prizes previously awarded. IN ADDITION, SPONSOR SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION, INCLUDING CRIMINAL PROSECUTION, AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.
12. **OFFICIAL RULES AND RESULTS:** To request a copy of the Official Rules or the name of the Prize Winner(s), send a self-addressed stamped envelope to, NASH Wendell Falls, LLC, 320

Vintage Point Lane, Wendell, NC 27591. Attn: Real Estate Professional Program. Requests must be received within thirty (30) days of the end of the Program Period.

13. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Programs may be used, individuals should read Sponsor's Privacy Policy which is available at www.wendellfalls.com. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
14. **DISPUTES:** By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Programs shall be resolved individually, without resort to any form of class action, in the federal or state courts located in Orange County, State of North Carolina, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each Participant hereby waives any claim that he or she is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of North Carolina, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.
15. **WARRANTIES AND REPRESENTATIONS:** By entering in the Program, Participant hereby warrants and represents that: (a) Participant will fully and timely disclose his or her participation in the Program to any client Participant represents, or to any party to a real estate transaction in which the Participant is involved, now or in the future (for as long as Participant participates in the Programs), and will provide such client and/or party a copy of these Official Rules; (b) Participant's participation in the Program does not and will not violate any policies or conditions, or the provisions of any agreement, applicable to the relationship (agency or otherwise) between Participant and any client Participant represents or will represent during participation in the Programs; (c) Participant has obtained the written consent of Participant's Broker-in-Charge/Agency prior to entering in the Program; and (d) Participant's acceptance of any incentive or Prize hereunder is subject to and does not violate any agreement Participant may have with Participant's Broker-in-Charge/Agency or any laws or regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate. Participant acknowledges and agrees that any Prize awarded hereunder will be awarded to Participant's Broker-in-Charge/Agency and not to Participant.
16. **REAL ESTATE BROKER COMPLIANCE:** All Participants must be licensed and in good standing as Real Estate Brokers in the State of North Carolina, associated with a Broker-in-Charge/Agency, in the State of North Carolina. All Participants agree to comply with all applicable federal, state, and local laws and regulations, including, without limitation, fair housing laws, federal and state laws regulating the advertising and sale of subdivided land, telemarketing, and unsolicited e-mail, disclosure laws, and other consumer protection laws.

17. **ADDITIONAL DISCLAIMERS:** Any incentive or Prize awarded pursuant to this Program does not affect or reflect any commissions otherwise due and payable by the builders of homes in the Wendell Falls to Real Estate Brokers as a result of the purchase and sale of homes in these communities.

NASH Wendell Falls, LLC is the creator of the Wendell Falls Community. Certain home builders that are not affiliated with the Sponsor or its related entities are building homes in the Community. Sponsor and Newland, or any of their individual affiliates are not co-developing, co-building or otherwise responsible for any of the obligations or representations of any of the Builders, and shall have no obligations to any home buyer regarding a home purchase from a Builder. Purchasers of homes from any of the Builders waive any claims against Sponsor and/or Newland arising out of their purchase transaction. Newland Communities' role is solely that of a property manager for the Community. North America Sekisui House has an indirect interest in one of the members of the Sponsor. Newland Communities and North America Sekisui House shall have no liability whatsoever with respect to the development of the Community or the selling of homes or any related activities by the Builders, nor have any responsibility for any claims, issues or matters arising at the Community or in conducting any Contests.

Nothing herein shall authorize any person to offer to sell, nor solicit offers to buy real estate in the Briar Chapel community to residents of Connecticut, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law.