

***AFFIDAVIT REQUIRED FOR THIS PROGRAM***

**WENDELL FALLS 2019 REALTOR APPRECIATION PROGRAM**

OFFICIAL RULES

OPEN ONLY TO PERSONS AGED 18 OR OLDER THAT ARE LEGALLY RESIDING IN, AND LICENSED AS REAL ESTATE BROKERS IN, THE STATE OF NORTH CAROLINA. MULTIPLE ENTRIES WILL BE ALLOWED PER PARTICIPANT. VOID WHERE PROHIBITED. THIS PROGRAM IS GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA AND THE UNITED STATES. NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE.

1. **THE PROGRAM** The WENDELL FALLS 2019 Realtor Appreciation Program (“Program”) is being conducted by the Sponsor (defined below) in connection with the Wendell Falls Community (“Wendell Falls”), pursuant to these Official Rules. The purpose of the Program is to enhance awareness and visibility of Wendell Falls. Winner will be announced following a random drawing scheduled to be held on January 20, 2019 as set forth in more detail below. During the Program Period (as defined below), real estate brokers who are licensed in the State of North Carolina and are otherwise eligible to participate in this Program may earn entries (individually, an “Entry”) to the random drawing awarding the Prize upon each of the following: (i) individually previewing or leading a prospective buyer(s) to visit a Wendell Falls Builder model home, (ii) individually previewing or leading a prospective buyer(s) to visit a Wendell Falls inventory home, (iii) individually previewing or leading a visiting prospective buyer(s) to visit the Wendell Falls Information Center located at 320 Vintage Point Lane, Wendell, NC, 27591, or (iv) delivering to a Builder a signed contract for a buyer’s purchase of a home in Wendell Falls. No official entry form is required to be submitted to Sponsor. Sponsor is relying exclusively on participating Builders to provide the names of real estate brokers documented as (i) leading a prospective buyer(s) to visit a Wendell Falls Builder model home, (ii) leading a prospective buyer(s) to visit a Wendell Falls inventory home, (iii) leading a visiting prospective buyer to visit the Wendell Falls Information Center, or (iv) having delivered to Builder a signed contract for the purchase of a home in Wendell Falls. There is no limitation on the number of Entries that a Participant may obtain during the Program Period.

2. **ELIGIBILITY**: The Program is open only to persons licensed as real estate brokers in the State of North Carolina who are eighteen (18) years of age or older as of the commencement of the Program Period (defined below) (“Participant”) and are legal residents of the United States. Employees, contractors, or agents of NASH Wendell Falls, LLC (“Sponsor”), Newland Real Estate Group, LLC aka Newland Communities, LLC (“Newland”), or 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. Void where prohibited by law. Details and qualifications for participation in this Program may apply. These details and qualifications are set forth in these Official Rules.

3. **SPONSOR**: The Program is sponsored by NASH Wendell Falls, LLC, located at 320 Vintage Point Lane, Wendell, NC 27591. Newland, as property manager for Wendell Falls, has been engaged by Sponsor merely to administer the Program.

4. **AGREEMENT TO OFFICIAL RULES**: Participation in the Program constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.

5. **PROGRAM PERIOD**: The Program Period commences January 1, 2019 and shall continue until midnight December 31, 2019 (“Program Period”).

6. **REGISTRATION:** Only those Participants who, during the Program Period, have (i) individually visited or led a prospective buyer(s) to visit a Wendell Falls Builder model home, (ii) individually visited or led a prospective buyer(s) to visit a Wendell Falls inventory home, (iii) individually visited or led a visiting prospective buyer(s) to visit the Wendell Falls Information Center located at 320 Vintage Point Lane, Wendell, NC 27591, or (iv) delivered to a Builder a signed contract for a buyer's purchase of a Builder home in Wendell Falls will be eligible to win Prize (defined below). Closings on contracts for the purchase of a Builder home in Briar Chapel need be scheduled or occur during the Program Period. Each visit by a Participant to the Wendell Falls Information Center, a Builder model or inventory home with a prospective buyer is documented by the respective model or inventory home's Builder. Builders regularly provide a list to Sponsor of the names of those real estate brokers that have brought prospective buyers to visit and tour the Wendell Falls Information Center, their model or inventory homes in Wendell Falls. Similarly, Builders provide lists of those real estate brokers that have delivered signed contracts for the purchase of a Builder home in Wendell Falls. Sponsor will rely on the aforementioned Builder lists to award Entries to the Program. Sponsor is not responsible for any errors or omissions on Builder lists. Participants shall receive a separate Entry for each documented Wendell Falls Information Center, Builder model or inventory home visits Sponsor receives a record of from Builders. A Participant shall not misrepresent himself or herself through the use of aliases or otherwise. Any such misrepresentation will lead to disqualification of the Participant from the Program for the duration of the Program Period. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant in connection with the Program or otherwise.

Successful enrollment in the Program also requires the agency/broker with whom the enrolling Participant is affiliated or associated, or which employs the Participant ("Broker-in-Charge"), to acknowledge and agree in writing to Participant's participation in Program. Participants are responsible for providing Sponsor with an executed Consent to Participate ("Consent") from their Broker-in-Charge (or a scanned copy thereof) to Sponsor as soon as possible, but in no event later than the day before Drawing. Such Consent shall also be an acknowledgment and agreement that the Broker-in-Charge and 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 Prize does not violate any such laws or regulations. By taking part in Program, Participants agree and acknowledge that Prize will be awarded to the Winner's Broker-in-Charge and not to Participant. All questions or disputes regarding eligibility for the Program, or award of Prize, or a Participant's compliance with these Official Rules, will be resolved by Sponsor in its sole and absolute discretion. All decisions of Sponsor with respect to the administration of the Program are final. No purchase or payment necessary to participate.

7. **PRIZE:** One (1) prize ("Prize") will be awarded by random selection of a winning Entry from the total pool of Entries following the Drawing to the winning Participant ("Winner"). The Prize consists of one (1) Visa Gift Card in the amount of one thousand dollars (\$1,000.00). All federal, state, local taxes on prize value, if applicable, along with any expenses or costs associated with the acceptance or use of such Prize are the sole responsibility of Winner. An IRS form 1099 will be issued if required by law. Prize will be awarded to the Winner's Broker-in-Charge, provided such winner has complied fully with these Official Rules, as determined by Sponsor in its sole discretion. A Participant's right to receive a Prize is non-transferable and non-assignable. There will be no substitution or cash redemption, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prize consists only of the item expressly specified in these Official Rules. Use of Prize is subject to terms and conditions, which may include, but are not limited to, expiration dates and other service fees.

8. **RANDOM DRAWING:** A random drawing ("Drawing") will be held on January 20, 2019 at approximately 2:00 PM EST at the Wendell Falls Information Center, located at 320 Vintage Point Lane, Wendell, NC 27591. Sponsor will draw the name of one (1) potential winner ("Potential Winner")

from among all eligible Entries received by Sponsor. Participants need not be present at the Drawing to win. Odds of winning depend on the number of eligible Entries received. For example, if one-hundred (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. 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.

Potential Winner must, within ten (10) days of Sponsor's request of the same, return to Sponsor an Affidavit of Eligibility/Release of Liability/Publicity Release and IRS W-9 Form. If the Potential Winner fails to respond to any notification attempt within forty-eight (48) hours, or if any attempted notification or delivery of Prize is deemed undeliverable, or if the Potential Winner fails to complete and return any required affidavit, release, or IRS W-9 form within the specified time period, Potential Winner will be disqualified from receiving the Prize and an alternate winner will be selected from remaining eligible entries received.

9. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By registering and participating in the Program and/or accepting Prize, each Participant agrees: (i) to release and hold Sponsor, Newland, North America Sekisui House, LLC ("NASH"), 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 Program, and to hold the Released Parties harmless against any and all claims and liability arising with the use or redemption of Prize, specifically including, without limitation, any claims, injuries, demands or liability arising out of Participant's entry onto or activities conducted at Wendell Falls or elsewhere in connection with Program. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in Program, activities conducted at Wendell Falls, or use or redemption of 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 Released Parties are not responsible and do not assume liability for any injury or damage caused, or claimed to be caused, by participation in Program or use or redemption of Prize. All entries become the sole property of Sponsor and shall not be returned. Acceptance of 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 Program or in the announcement of Prize. 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 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 that is actionable despite the foregoing release, other than with respect to the obligation to award Prize as described above, Participants agrees that the liability of Sponsor, if any, shall be capped at one thousand dollars (\$1,000.00). By entering Program, Participants agree to waive any and all claims, demands and causes of action in excess of said amount.

By participating in Program, 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.

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 PROGRAM:** 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, Prize and its 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 Program if the same is compromised by virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Sponsor which in Sponsor's opinion impair the Program's administration. 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 the Wendell Falls 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 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 Prize and associated benefits, including, without limitation, the return of any Prize 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 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, Attn: Wendell Falls 2019 Realtor Appreciation Program, 320 Vintage Point Lane, Wendell, NC 27591. Requests must be received within thirty (30) days of the end of the Program Period.

13. **RECORDS AND DISPUTES:** Sponsor will rely on participating Builders to maintain accurate records of visits by real estate brokers to the Wendell Falls Information Center, their model homes and inventory as well as the delivery by real estate brokers of signed contracts for the purchase of said model or inventory homes during Program Period. Participant may inquire with Sponsor on a quarterly basis to obtain of the number of Entries accumulated by Participant. Sponsor does not notify Participant upon its receipt of any Entry. Any disagreement between Participant and Sponsor as to the Participant's entries must be resolved by written notice to the Sponsor accompanied by supporting documentation. By participating in the Program, 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 Wake 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.

14. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Program may be used, individuals should read Sponsor's Privacy Policy which is available at [www.wendellfalls.com](http://www.wendellfalls.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

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 prior to entering in the Program; and (d) Participant's acceptance of Prize is subject to and does not violate any agreement Participant may have with Participant's Broker-in-Charge 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 and not to Participant. 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. Any Prize awarded pursuant to this Program does not affect or reflect any commissions otherwise due and payable by the Builder of a home in Wendell Falls to a Participant as a result of the purchase and sale of such home.

16. **ADDITIONAL DISCLAIMERS:** NASH Wendell Falls, LLC ("Sponsor") is the creator of Wendell Falls. Sponsor's responsibility with respect to Wendell Falls is limited to the development of certain infrastructure improvements (i.e., roads, sewer, etc.) and such obligations run solely to persons buying property directly from Sponsor. Homebuilders ("Builders") unaffiliated with the Sponsor or its related entities are building homes in Wendell Falls. Neither Sponsor, Newland, NASH, nor any of their individual affiliates are 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 the

purchase of a home from a Builder. Purchasers of homes from any of the Builders waive any claims against Sponsor, NASH and/or Newland arising out of their purchase transaction. Newland and NASH shall have no liability whatsoever with respect to the development of Wendell Falls or the selling of homes or any related activities of Builders, nor have any responsibility for any claims, issues or matters arising at Wendell Falls or in conducting any Programs. Nothing herein shall authorize any person to offer to sell, nor solicit offers to buy real estate in Wendell Falls to residents of any jurisdiction where prohibited by law.