

++AFFIDAVIT REQUIRED FOR THIS CONTEST

#PLAYOUTSIDEAGAIN DINOSAUR CONTEST(“Contest”)

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY

OPEN ONLY TO LEGAL RESIDENTS OF THE U.S.AGE 21 OR OLDER.

PARTICIPANT MUST BE A CURRENT EMBREY MILL RESIDENT, IF NOT AN EMBREY MILL RESIDENT, PARTICIPANT MUST REGISTER FOR RESIDENT OF THE DAY (PARTICIPANT CAN REGISTER ONLINE AT

WWW.SUMMEROFEMBREY.COM OR BY CALLING (540) 492-4880).

ONE CONTEST ENTRY PER CHILD.

VOID WHERE PROHIBITED.

THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF VIRGINIA GOVERN THIS CONTEST. MUST BE PRESENT TO WIN.

1. **CONTEST:** The #PlayOutsideAgain Dinosaur Contest (the “Contest”) begins at 4:00 p.m. EST on Wednesday, June 1, 2016 and ends at 5:00 p.m. EST on Friday, June 10, 2016 (the “Contest Period”) Participation in this Contest is subject to these #PlayOutsideAgain Dinosaur Contest Official Rules (the “Official Rules”). NASH Stafford, LLC (“Sponsor”) is conducting the Contest to market and increase interest in the Embrey Mill Community (“Embrey Mill”) and its homebuilders (“Builders”). To participate in the Contest and enter to win the Prize as described below, Participants must take a photograph (the “Photograph”) of a dinosaur drawn in chalk on one of Embrey Mill’s sidewalks and submit the Photograph to Sponsor by uploading to Participant’s own Instagram or Facebook page or to the Embrey Mill by Newland Communities Facebook Page with the hashtag #PlayOutsideAgain and #SummerofEmbrey. All submitted Photographs must include the hashtag #Playoutsideagain and #SummerofEmbrey and tag @Embrey Mill by Newland Communities. Photographs that do not contain the appropriate hashtags will be deemed invalid. Photographs may include a brief descriptive caption. The dinosaur drawn in chalk that is depicted in the Photograph must have been drawn by a child no older than 12 years of age as of June 11, 2016. Photographs should not include any identifiable information, including likeness, names or address, of any children under the age of 18. Photographs must be submitted to Sponsor no later than 5:00 p.m. EST on Friday, June 10, 2016 (“Contest Deadline”) by a current resident of Embry Mill who is at least 21 years old and who is either the parent or legal guardian of the child who made the chalk drawing or otherwise has permission to submit the drawing from the parent or guardian of such child (Eligible Child”). Participants are allowed one Photograph submission per Eligible Child. If you have more than one child, you may submit one entry from each Eligible Child, subject to verification by Sponsor. Children may not enter the Contest on their own behalf and all

submissions must come from entrants who are current residents of Embrey Mill and age 21 or older. Sponsor shall select the Photograph it determines to be the most creative after the Contest Deadline and present the Prize to the winner at the Movie in the Park showing of The Good Dinosaur on Saturday, June 11, 2016 (the “Movie Event”) at approximately 8:00, 30 minutes prior to the start of the movie. Details and qualifications for participation in this Contest apply and are set forth below in these Official Rules.

2. **HOW TO ENTER:** The Contest begins at 4 pm. EST on Wednesday, **June 1, 2016** and ends at 5 p.m. EST on Friday, June 10, 2016 (“**Contest Period**”). To enter the Contest, upload the picture(s) of a chalk drawn dinosaur drawn by an Eligible Child onto Facebook or Instagram with the hashtag #summerofembrey and #playoutsideagain. Photographs must be uploaded by 5 p.m. on June 10, 2016, the Contest Deadline. Entries may only be posted by entrants who meet the eligibility requirements below and will not be accepted from children. Limit one Contest entry per Eligible Child. Photographs should not include any identifiable information, including likeness, names or address, of any children under the age of 18. Any effort by a Participant to misrepresent himself or herself through the use of aliases, the use of a non-Eligible Child or otherwise will disqualify all entries of that Participant. No purchase necessary. Winner will be announced at the Movie Event on June 11, 2016 at approximately 8:00 PM.
3. **ELIGIBILITY:** This Contest is open only to legal residents of the United States who currently reside in the Embrey Mill or who register to participate in Embrey Mill’s Resident for a Day program. Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC fka Newland Communities, LLC (“Newland”), or of any Builders in the Embrey Mill, or any of their parent companies, affiliates and, subsidiaries, or agents and household members, 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. Entrants shall upon request provide assurances of authority to submit the drawing of an Eligible Child by either being the parent or guardian of such Eligible Child or a signed permission document signed by the appropriate parent or guardian. All questions or disputes regarding the eligibility for the Contest, or Prizes, or a Participant’s compliance with these Official Rules will be resolved by Sponsor in its sole discretion.
4. **SELECTION OF WINNER:** Sponsor shall select one (1) winner (“Winner”) at the conclusion of the Contest Period from all eligible entries received based on the Photograph Sponsor determines, in its sole and absolute discretion, to have the most creative dinosaur drawing. Sponsor’s selection of the Winner will be entirely subjective and no objective criteria will be used. Sponsor does not warrant that any other individual(s) will objectively agree with Sponsor’s decision and Sponsor’s only obligation is that such selection is not based upon any willful misconduct. Sponsor’s decisions are final with respect to all matters relating to

this Contest., Winner shall be notified in person at the Movie Event. Participants need *to* be present at event to win. Winner is subject to verification. Before Winner may claim the Prize, he or she will be required to provide proof of identity and complete and return the Affidavit of Eligibility/Release of Liability/Publicity Release the day of the Movie Event on June 11, 2016. If Winner fails to return any required Affidavit, release, or IRS form W-9 within two (2) days of the end of the Contest Period, the Winner will be disqualified and an alternate winner selected. If the Winner is not present or subsequently disqualified, Sponsor will select another Winner from the pool of eligible Photograph submissions.

5. **PRIZE:** One (1) Winner will receive one (1) \$50.00 Toys R' Us gift card (the "Prize"). Use of gift card is subject to the issuers' terms and conditions, which may include restrictions, expiration dates and other service fees. Any costs over \$50.00 in utilizing the gift card will be the sole responsibility of the Winner. 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. 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.
6. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Contest and/or accepting the Prize, Participant agrees to release and hold Sponsor, Newland, North America Sekisui House, LLC all Builders in the Embrey Mill Embrey Mill and each of their affiliates, subsidiaries, parent companies and agents, and each of their directors, officers, employees, successors, and assigns ("Released Parties"), harmless from and against any and all claims and liability arising out of participation in the Contest or use of Prize. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any Prize. **By participating in this Contest, Participants agree to be bound by the Official Rules and the decisions of Sponsor in all regards, which are final and binding in all respects.** 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.

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 CONTEST OR PRIZES OFFERED THROUGH THE CONTEST, 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 CONTEST, 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.

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.

By participating in the Contest, 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 Contest. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

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, likeness and/or the Photograph for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All Photographs become the sole property of Sponsor and will not be returned.

Participant acknowledges and agrees that "System" (the State of California Public Employees' Retirement System 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 Contest. Accordingly, System shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against System on account of or arising out of any obligations arising out of or related to this Contest. Further, Participant waives any claims against System, 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.

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 release, other than with respect to the obligation to award the Prize as described above, Participants agree that the liability of Sponsor, if any, shall be limited to \$100.00 for the Contest. By entering into the Contest, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

7. **SOCIAL MEDIA:** Sponsor shall promote, administer and otherwise advertise the Contest on social media outlets, such as, but not limited to, Facebook and Instagram (collectively, "Social Media") and has engaged Delucci Plus to administer and otherwise manage Social Media. While Sponsor endeavors to make its Social Media sites available to all Participants and to the general public, it makes no guarantee as to the content or safety of its Social Media sites. By participating in this Contest, a Participant agrees to abide by the terms and conditions of each Social Media site, respectively, and further agrees that:
 - a. Participant will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media sites.
 - b. Participant will not collect users' content or information, or otherwise make any unauthorized access to a Social Media site using automated means (such as harvesting bots, robots, spiders, or scrapers) without Sponsor's permission.
 - c. Participant will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any Social Media sites.
 - d. Participant will not upload viruses or other malicious code.
 - e. Participant will not solicit login information or make any unauthorized access to another user's Social Media account.
 - f. Participant will not bully, intimidate, or harass any user.
 - g. Participant will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
 - h. Participant will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.

- i. Participant will not use any Social Media site to do anything unlawful, misleading, malicious, or discriminatory.
- j. Participant will not do anything that could disable, overburden, or impair the proper working of any social media site, such as a denial of service attack.
- k. Participant will not do anything that could disable, overburden, or impair the proper working of any social media site, such as a denial of service attack.
- l. Participant will not facilitate or encourage any violations of this section of the Official Rules.

By taking part in the Contest, Participant hereby grants to Facebook, Google +, Twitter, Pinterest, YouTube and Instagram a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that is posted on or through Facebook, Google +, Twitter, Pinterest, YouTube and Instagram. Facebook, Google +, Twitter, Pinterest, YouTube and Instagram may be supported by advertising revenue and may display advertisements and promotions, and Participant hereby agrees that Facebook, Google +, Twitter, Pinterest, YouTube and Instagram may place such advertising and promotions on, about, or in conjunction with Participant's statement and/or photo(s). The manner, mode and extent of such advertising and promotions are subject to change without specific notice to Participant. The foregoing is only a summary of the Social Media Terms of Use for Facebook, Google +, Twitter, Pinterest, YouTube and Instagram to guide Participant in the contents of Participant's statement and/or photo(s). The Social Media Terms of Use may change at any time and are incorporated herein by reference. For further details on the policies of each, Participant should refer to the individual social media site.

THE CONTEST IS NOT SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, TWITTER, PINTEREST, OR ANY OTHER SOCIAL MEDIA SITE THAT MAY BE REFERENCED IN THESE OFFICIAL RULES. PARTICIPANTS ARE PROVIDING INFORMATION ONLY TO THE SPONSOR AND NOT TO FACEBOOK OR ANY OTHER SOCIAL MEDIA SITE. ALL PARTICIPANTS RELEASE FACEBOOK AND ANY OTHER SOCIAL MEDIA SITE, INDIVIDUALLY, WHICH SPONSOR MAY UTILIZE IN THE PROMOTION, ADVERTISEMENT OR OTHER OF THIS CONTEST. IN NO EVENT WILL SELECTION OF A PRIZE WINNER BE SELECTED BASED UPON THE NUMBER OF "LIKES," COMMENTS OR OTHER INFORMATION POSTED ON SUCH SITES BY PARTICIPANTS, AN ELIGIBLE CHILD OR OTHERS.

By posting pictures or comments on any Social Media site owned or operated by Sponsor or its agents in connection with the Contest, Participants unconditionally agree that during and upon conclusion of the Contest, all such comments, Photographs, and any other materials posted by the Participant shall be unconditionally assigned to Sponsor for use in any manner it deems fits and the

ownership of such materials, whether consisting of copyright, authorship, intellectual property, or otherwise shall be transferred and conveyed to Sponsor as the owner for all purposes and that the Sponsor and its parent companies, affiliates, subsidiaries, agents, and licensees may use such information and materials collected without compensation to the Participant.

8.

9. **MODIFICATIONS AND TERMINATION OF THE CONTEST:** Sponsor reserves the right to cancel, suspend, or modify the Contest or any of its Official Rules set forth herein (including, but not limited to, the Contest Period, Prize(s) 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. A Participant's continued participation in the Contest constitutes the Participant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Website at *Summerofembrey.com*.

10. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Contest participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any web site or undermine the legitimate operation of this Contest, 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.

11. **DISPUTES:** By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest shall be resolved individually, without resort to any form of class action, in the federal or state courts located in the County of Stafford, Commonwealth of Virginia, 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of *Virginia*, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of *Virginia*].

12. **OFFICIAL RULES AND RESULTS:** To request copy of the Official Rules or the name of the winner[s] send a self-addressed, stamped envelope to 25 Apricot St Stafford VA 22554. The Official Rules can also be obtained by emailing lgeorge@newlandco.com or by visiting the website www.embreymill.com. Requests must be received within thirty (30) days after the end of the Contest Period.
- 13.
14. **SPONSOR:** The Sponsor of the Contest is NASH Stafford, LLC (“Sponsor”) having an address at 25 Apricot Street, Stafford, VA 22554. Sponsor has retained Newland solely as the property manager for the Embrey Mill. As property manager, Newland is simply administering the Contest on Sponsor’s behalf.
15. **PERSONAL INFORMATION:** To learn how personal information collected in connection with the Contest may be used, individuals should read Sponsor’s Privacy Policy which is available at www.embreymill.com. The terms of Sponsor’s Privacy Policy may change at any time, without notice, and are incorporated herein by reference.
16. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.
17. **ADDITIONAL DISCLAIMERS:** This is not intended to be an offer to sell or a solicitation of offers to buy real estate in the Embrey Mill community to residents of any jurisdiction where prior qualification is required, unless Embrey Mill has been so qualified or exemptions are available.

Sponsor is the creator and owner of the Embrey Mill. Sponsor’s responsibility with respect to the Embrey Mill is limited to the development of certain infrastructure improvements (e.g. roads, sewer, etc.) and such obligations run solely to persons buying property directly from Sponsor. Builders, unaffiliated with Sponsor are building homes in Embrey Mill. Sponsor is not co-developing, co-building or a partner or joint venturer with such Builders. Sponsor, Newland, NASH and their affiliates, subsidiaries, parent companies and agents are not co-developing, co-building or a partner or joint venture with such Builders and are in no way guarantors or responsible for any obligations or representations of any of the Builders to third parties and/or home buyers, and shall incur no liability whatsoever nor shall they have any obligations or liability to any home buyer regarding a home purchase from a Builder. Purchasers of homes from any of the Builders waive, to the fullest extent allowable by law, any claims against Sponsor and/or Newland arising out of their purchase transaction. Purchasers of homes within Embrey Mill shall look solely to the Builders with respect to any claims or issues arising out of the purchase of a home in Embrey Mill. Sponsor has retained

Newland solely as the property manager for Embrey Mill. NASH has an indirect interest in one of the members of Sponsor. Newland and NASH shall have no (i) liability whatsoever with respect to the development of Embrey Mill or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising at Embrey Mill.

18. Sponsor and Newland are committed to the protection of children in their use of the Internet. Please refer to the full terms and use of Sponsor's web policies at www.embreymill.com.