

AFFIDAVIT REQUIRED FOR THIS CONTEST

#PLAYOUTSIDEAGAIN CHILI COOK OFF CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO PARTICIPATE
OPEN ONLY TO LEGAL U.S. RESIDENTS, AGED 18 OR OLDER.

ONE CONTEST ENTRY PER PERSON.

VOID WHERE PROHIBITED.

THE LAWS OF THE UNITED STATES AND THE LAWS OF THE
COMMONWEALTH OF VIRGINIA GOVERN THIS CONTEST.

PARTICIPANT MUST BE PRESENT TO WIN.

1. **CONTEST:** The #PlayOutsideAgain Chili Cook Off Contest (the “Contest”) begins at 10:00 a.m. EST on Friday, June 3, 2016 and ends at 7:00 p.m. EST on Saturday, June 18, 2016 (the “Contest Period”). Participation in this Contest is subject to these #PlayOutsideAgain Chili Cook Off 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 Prizes as described below, individuals (“Participant”) must register, as provided for in these Official Rules, to participate in the chili cook off event (the “Cook Off”) that will be held on Saturday June, 18, 2016 from 4:00 p.m. EST to approximately 7:00 p.m. EST at Festival Park Embrey Mill. To register, Participants must legibly complete the Official Entry Form (“Form”) and submit the completed Form in the receptacle provided at the Embrey House, located at 25 Apricot Street, VA 22554 (the “Embrey House”) or via e-mail to: lgeorge@newlandco.com. The Form must be submitted no later than 7:00 p.m. EST on June 17, 2016 (“Contest Deadline”) and be completed in its entirety to be considered a valid entry. There is no payment or purchase necessary to enter, participate and/or win. The information collected from the Form will be used by Sponsor in its marketing efforts for Embrey Mill. Registered Participants will bring a batch of their best homemade chili to be taste tested by members of the Stafford Fire Department at the Cook Off. Prizes will be awarded to the three (3) Participants whose chili is judged by select members of the Stafford Fire Department to be among the top three best tasting submissions during the Cookoff. Details and qualifications for participation in this Contest may apply. These details and qualifications are set forth below ~~-~~ in these Official Rules.

2. **HOW TO ENTER:** The Contest Period begins at 10 a.m. EST on **June 7, 2016** and ends at approximately 6 p.m. EST on June 17, 2016. To enter, visit **Embrey House**, or e-mail to lgeorge@newlandco.com. No submissions submitted after 6 p.m. on June 17, 2016 (the Contest Deadline) will be considered a valid entry. Limit one Contest entry per person. Multiple entries submitted by a Participant, or any effort by

a Participant to misrepresent himself or herself through the use of aliases or otherwise will disqualify all entries of that Participant. No purchase necessary.

3. **ELIGIBILITY:** This Contest is open only to legal residents of the U.S. who are 21 years of age or older as of the Contest Deadline. Employees, contractors, or agents of Sponsor, the Stafford Fire Department, Newland Real Estate Group, LLC fka Newland Communities, LLC (“Newland”), or of any Builders of homes in 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. No purchase necessary. 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. **CONTEST COOK OFF:** The Cook Off will take place on Saturday, June 18, 2016 from approximately 4:00 p.m. EST and continuing until approximately 7:00 p.m. in association with -the Concert in the Park being held at Embrey Mill. At the Cook Off, all registered Participants in attendance will submit a sample of their best homemade chili to be evaluated by a panel of judges composed of members of the Stafford Fire Department. The judges are unaffiliated with Sponsor, are serving in a volunteer capacity only and shall receive no compensation from Sponsor for their services as judges. Notwithstanding the foregoing, the members of the panel of judges will serve at the sole discretion of the Sponsor.

All ingredients must come from approved food sources, so that all chili samples are absolutely safe for public consumption (e.g., No roadkill). Fresh local ingredients and free-range meat products are encouraged. Chili powder and other spices are acceptable, but complete commercial chili mixes are not permitted. Thickeners such as corn meal, masa or flour are allowed – so are canned tomatoes, chipotles and beans. No canned chili is allowed. Participants will provide a detailed listing of all ingredients in their chili sample to avoid any issues with potential allergies from judges and others who may be tasting their submission. Notwithstanding the foregoing, any Participant who knowingly uses any unsafe ingredients or includes anything in its chili sample that may be harmful for human consumption, or that is otherwise undisclosed will be guilty of criminal misconduct and will be prosecuted to the fullest extent of the law. Any such Participant may also be subject to civil liability from those injured by their actions. A Participant, by entering into this Contest, fully acknowledges and agrees to fully cooperate with the intent of this section by ensuring that its chili sample is safe and healthy for public consumption and fully described as to content.

At the Cook Off, each registered Participant may only submit one (1) chili sample to be evaluated by the judges. Each sample will be submitted to the judges with a number at random by which the Participant’s entry will be identified. Participants must transport their chili to the Cook Off in a safe, sanitary crock pot. Power outlets will be available. Judges will taste all of the chili samples that are submitted for

evaluation and pick the First, Second and Third best entries. At the conclusion of of the Cook Off, Sponsor will announce the three (3) winners. The judges selection from the blind tasting shall be binding subject to compliance by the Participants with these Official Rules. Any decision made by Sponsor with respect to all matters relating to this Contest is final. Participants must be present at the Cook Off to win. If a Participant is selected as a prize winner and is not present, the judges will select additional Participant²s' entries as needed in order to award all three prizes.

Winners ("Winner" or "Winners") shall be notified in person at the Cook Off. If the Winner is not present upon the Sponsor's announcement of the Winners, he or she will be disqualified and an alternate Winner will be chosen by the judges from among the next best-tasting chili submissions and named by Sponsor. Before Winner may claim a Prize, he or she will be required to provide proof of identity and complete and return an Affidavit of Eligibility/Release of Liability/Publicity Release ("Affidavit") within two (2) days of Sponsor's delivery of same to Winner. If a winner fails to return any required Affidavit, release, or IRS form W-9 within *two (2) days* of the end of the Contest Period, or if any attempted notification or prize delivery is returned as undeliverable, or if the potential winner fails to complete and return within the specified time period any required Affidavit, in its entirety, the winner will be disqualified and an alternate winner selected at Sponsor's sole discretion from eligible entries received.

5. **PRIZE:** The following three (3) prizes ("Prize" or "Prizes") will be awarded at the Cook Off being held on Saturday, June 18, 2016 between 4:00 p.m. EST and 7:00 p.m. EST:

- First Prize: One (1) \$150.00 Amazon Gift Card (approximate retail value \$150.00). 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 \$150.00 will be responsibility of Winner.
- Second Prize: One (1) \$100.00 Amazon Gift Card (approximate retail value \$100.00). 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 \$100.00 will be the responsibility of the Winner.
- Third Prize: One (1) \$50.00 Amazon Gift Card (approximate retail value \$50.00). Use of gift card is subject to the issuers' terms and conditions, which may include restrictions, expiration dates and other services fees. Any costs over \$50.00 will be the 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 a Prize, Participant agrees to release and hold Sponsor, the Stafford Fire Department, Newland, North America Sekisui House, LLC (“NASH”) all Builders in the *Embrey Mill* community and each of their affiliates, subsidiaries, parent companies and agents, and each of their directors, officers, employees, successors, and assigns (collectively the “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 a 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 "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 \$300.00 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.

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

7. **SOCIAL MEDIA:** Sponsor shall promote, administer and otherwise advertise the Contest on social media outlets, such as, but not limited to, Facebook, Instagram, and Twitter (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 Sweepstakes, 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.

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, photos, 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. **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, Contest Deadline, Prizes 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 Prizes. 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: www.embreymill.com and the Embrey House at 25 Apricot Street, VA 22554.
9. **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.

10. **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 Commonwealth of **Virginia**, without giving effect to any choice of law or conflict of law rules or provisions (whether the Commonwealth of **Virginia**, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of **Virginia**].
11. **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.
12. **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.
- 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 Embrey Mill. As property manager, Newland is simply administering the Contest on Sponsor’s behalf.
13. **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.
14. **ADDITIONAL DISCLAIMERS:** This is not intended to be an offer to sell or a solicitation of offers to buy real estate in **Embrey Mill** community to residents of any jurisdiction where prior qualification is required, unless the community 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 or its

affiliates (collectively, “Sponsor Companies”), are building homes in Embrey Mill. Sponsor Companies are in 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.