

**PERKS FOR PROS**  
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**Embrey Mill's 2016 Perks for Pros Program ("Program")**

OFFICIAL RULES

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. MUST BE PRESENT TO WIN.

OPEN ONLY TO PERSONS LICENSED AS REAL ESTATE SALES PERSONS OR BROKERS IN THE COMMONWEALTH OF VIRGINIA WHO ARE AGED 18 YEARS OR OLDER AND ARE LEGAL RESIDENTS OF THE UNITED STATES.

VOID WHERE PROHIBITED BY LAW.

THIS PROGRAM IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA AND THE U.S.

**Program:** The **Embrey Mill 2016 Perks for Pros Program** (the "Program") begins at 9:00am EST on 8/1/2016 and ends at 6:00pm EST on 12/31/2016 (the "Program Period"). NASH Stafford, LLC ("Sponsor") is conducting the Program to increase marketing and interest in the Embrey Mill Community (the "Community") and its homebuilders ("Builders"). The Sponsor intends to offer this Program to provide Real Estate Professionals with an opportunity to return to Embrey Mill a multiple number of times with prospective purchasers throughout the Program Period. Participation in this Program is subject to these Embrey Mill 2016 Perks for Pros Program Official Rules (the "Official Rules"). The Program requires registration, as set forth in detail below, and is composed of three prize levels. To participate in the Program and have an opportunity to win one of the Prizes as described below, individuals must be persons licensed as real estate sales persons or brokers in the Commonwealth of Virginia who are 18 or older as of the commencement of the Program Period (as defined below) and legal residents of the United States ("Real Estate Professionals"). As set forth in further detail below, during the Program Period, Sponsor will be giving away \$50.00 Visa Gift Cards to those Real Estate Professionals that register New Home Clients (defined below) and Eligible Home Sales (as defined below), respectively. Additionally, on 1-18-2017, Sponsor will hold a random drawing ("Drawing") from among the names of all New Home Clients received during the Program to select one (1) grand prize winner ("Grand Prize Winner"). The "Grand Prize" is an award of ten (10) Visa Gift Cards in the amount of \$100.00 each. There is no payment or purchase necessary to enter, participate and/or win. Void where prohibited by law. Details and qualifications for participation in this Program apply and are set forth in these Official Rules.

**ELIGIBILITY:** The Program is open only Real Estate Professionals. Employees, contractors, or agents of Sponsor, Newland Real Estate Group ("Newland"), or of any Builder 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 Professionals, aged 18 years or older, that are licensed in and reside in the Commonwealth of Virginia and any Real Estate Professional that is not licensed in, or a resident of the Commonwealth of Virginia would not be eligible. All questions or disputes regarding eligibility for the Program, or award or prizes, or a Real Estate Professional's compliance with these Official Rules will be resolved by Sponsor in its sole and absolute discretion. Participant must be present to win.

**SPONSOR:** The Program is sponsored by NASH-Stafford, LLC, located at 25 Apricot Street, Stafford, VA 22554. Sponsor has retained Newland as the property manager of the Embrey Mill community. Newland, as property manager at the Embrey Mill community, is simply administering the Program on behalf of Sponsor.

**AGREEMENT TO OFFICIAL RULES:** Participation in the Program constitutes Real Estate Professionals' full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.

**REGISTRATION:** To register, individual Real Estate Professionals obtain an Official Entry Form ("Form") by visiting The Embrey House, Embrey Mill's Welcome Center, located at 25 Apricot Street, Stafford, VA 22554 ("Sponsor's Office"). You must legibly hand-print your full name, city, state and email address, sign it, and give the completed form to the Newland Employee at The Embrey House. Agreement to these Official Rules is a requirement of registration and participation in this Program. In addition, all required information must be supplied. All requested information and your signature must be provided on the Form. Each Real Estate Professional who successfully registers in the Program, (a "Participant") in order to be considered a Participant, must visit the Embrey House and submit a completed Form. Participants are responsible for assuring that the Form is filled out properly. If you fail to visit the designated location, and have not filled out or signed the Form, it will be invalid and disqualified. Multiple registrations submitted by a Participant, or any effort by a registrant to misrepresent himself or herself through the use of aliases or otherwise will disqualify the entry of that Participant. 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 or to win.

Successful enrollment in the Program also requires the agency/broker with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Participant ("Participant's Broker/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 Form is returned to the Sponsor.

**PRIZES:** During the Program Period, Participants may earn one or more of the prizes (the "Prize" or "Prizes") depending on whether they satisfy the requirements of one of the two Prize categories, or levels. The two levels are:

- *Level I:* Participant will earn a \$50.00 Visa Gift Card for each New Home Client (up to six per year) brought to the Embrey Mill House that completes a My Perfect Place (MPP) form. A “New Home Client” is a prospective homebuyer who has not previously been registered at that Welcome Center, is visiting for the first time, and has engaged Participant as his or her agent for the prospective purchase of a new home from a Builder in Embrey Mill. Sponsor reserves the right to verify that Participant accompanied New Home Client(s). The DYPP form will have a blank to insert the Participant’s name. The DYPP form must be completed in its entirety. Incomplete DYPP forms will not be valid and will be disregarded from all levels of the Program. The actual retail value of the Visa Card is \$50.00. The Visa Gift Card will be provided to each eligible Participant for each New Home Client that completes registration in its entirety. The Visa Card is subject to the card issuer’s terms and conditions and will be mailed to the eligible Participant at the address provided on Form.
- *Level II:* The next level involves those New Home Clients that are defined as Eligible Home Sales (defined below). During the Program Period, Participant will receive a \$250.00 Visa Card gift card for each Eligible Home Sales Closing that occurs during the Program Period involving a New Home Client registered by Participant. The New Home Client must have been registered and Closing must have occurred. Any prospect that was not registered (in accordance with registration regulations) by Participant at the Embrey Mill House will not be considered a New Home Client and such transaction will not be considered an Eligible Home Sale. The actual retail value of the Visa Gift Card is \$250.00. The gift card is subject to the issuer’s terms and conditions and will be mailed to the eligible Participant at the address provided on Form.

“Eligible Home Sale” means a verified new home sale with respect to a purchase of a home in the inventory of a Builder or a home that is newly constructed by a Builder in Embrey Mill (a) for which Participant’s broker is eligible to receive a commission, (b) that is contracted for by Participant’s New Home Client during the Program Period (but in any event after Participant’s successful enrollment in the Program) and (c) that is verified by receipt by Sponsor from Participant or Builder of a fully executed purchase and sale agreement between Builder and New Home Client, Participant must similarly notify Sponsor in writing as to each Eligible Home Sale within seven (7) days of such sale. Resales are not an Eligible Home Sale. Failure to timely notify Sponsor within seven (7) days of an Eligible Home Sale and to provide Sponsor with documents described above, if such documents are not provided by the Builder, will result in Eligible Home Sale not qualifying for inclusion in this Program. A “Builder” is a person or entity engaged in the business of home construction that has purchased one or more lots in Embrey Mill from the Sponsor and has constructed homes on one or more such lots. In the event that the home contract cancels at any time, by either the Builder or the New Home Client, the entry will be lost to Participant

- Grand Prize Drawing: Additionally, on 1-18-2017 at the Embrey Mill House, Sponsor shall hold a Drawing to randomly select from the names of all New Home Clients received during the Program to select one (1) grand prize winner (“Grand Prize Winner”). The “Grand Prize” consists of ten (10) Visa Gift Cards in the amount of \$100.00 each. The actual retail value is \$1,000.00 and the odds of winning depend upon the number of eligible entries received during the Program Period; e.g., if 1,000 entries are received, the odds of winning the Grand Prize are 1:1,000. The Grand Prize is not transferable. Winner is subject to verification. The potential winner will be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability/Publicity Release, and IRS W-9 Form within 10 days of attempted delivery of same. If a 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 potential winner will be disqualified and an alternate winner will be selected from the eligible entries received so long as the alternate winner was present at the time of Drawing.

All federal, state, local taxes relating to value of any prize, if applicable, are the sole responsibility of winner. An IRS form 1099 will be issued if required by law. If required, the Grand Prize will be awarded to the winner’s Broker/Agency provided such winner satisfies the Program requirements and has complied fully with these Official Rules, as determined by Sponsor in its sole discretion. Participants, 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 any 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 any prize of equal or greater value. Prizes consist 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By registering and entering into the Program 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 Program, and to hold the Released Parties harmless against any and all claims and liability arising with the use or redemption of any prize, (ii) to be bound by these 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 Program 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 Program 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 any prize or the transmission or use thereof.

By participating in the 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.

Acceptance of any prizes 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 Sponsor 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 Program. Accordingly, Sponsor 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 Program. 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.

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.

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 Grand Prize as described above, Participant agrees that the liability of Sponsor, if any, shall be limited to \$1000.00. Alternatively, in the event of any claim, demand, cause of action or other potential liability of Sponsor to any Participant that is actionable despite the foregoing release, other than with the obligation to award Prizes as described above, Participant agrees that Sponsor's liability, if any, shall be limited to \$50.00 or \$250.00 respectively. By entering into the Program, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

Sponsor shall not be held responsible if there is interruption or unavailability due to Internet connectivity, or any malfunction relating to computer hardware or software. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in, or accessing, uploading, or downloading information in connection with this Program, whether Sponsor's own site or the sites of others where Sponsor may direct Participants to interact. Such use is at your own risk and you assume all liability therefrom. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

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. Sponsor is not responsible for any liability or damage due to Participants inability to post or any technical malfunctions. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Participation in the Program does not give Participants any rights to the copyrights, service marks, trademarks or other intellectual property of Sponsor.

**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, Prizes, Grand 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 prizes or Grand Prize. 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 Office, 25 Apricot Street, Stafford, VA 22554.

**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.

**OFFICIAL RULES AND RESULTS:** To request a copy of the Official Rules or the name of the Prize and Grand Prize Winner(s), send a self-addressed stamped envelope to, NASH-Stafford, LLC, located at 25 Apricot Street, Stafford, VA 22554. Attn: Perks for Pros. Requests must be received within thirty (30) days of the end of the Program Period.

**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.embreymill.com](http://www.embreymill.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

**DISPUTES:** By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Program 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 Program, 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.

**WARRANTIES AND REPRESENTATIONS:** By participating in 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 Program), 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 Program; (c) Participant has obtained the written consent of Participant's Broker/Agency prior to entering in the Program; and (d) Participant's acceptance of any Prize or Grand Prize hereunder is subject to and does not violate any agreement Participant may have with Participant's Broker/Agency or any laws or regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate.

**REAL ESTATE PROFESSIONAL COMPLIANCE:** All Participants must be licensed and in good standing as Real Estate Professionals in the Commonwealth of Virginia, associated with a Broker/Agency, or working as a Broker, in the Commonwealth of Virginia. 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.

**ADDITIONAL DISCLAIMERS:** Any prizes awarded pursuant to this Program does not affect or reflect any commissions otherwise due and payable by the builders of homes in the Embrey Mill community to Real Estate Professionals as a result of the purchase and sale of homes in these communities.

Sponsor is the creator and owner of the Community. Sponsor's responsibility with respect to the Community 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, "Affiliates"), are building homes in the Community. Sponsor and Affiliates are not co-developing, co-building or a partner or joint venturer with such Builders. Sponsor and Affiliates are in no way responsible



for any obligations or representations of any of the Builders to third parties and/or home buyers, and Sponsor and Affiliates shall incur no liability whatsoever nor shall it have any obligations or liability to any home buyer regarding a home purchase from a Builder. Buyers of homes from any of the Builders waive, to the fullest extent permitted by law, any and all rights, claims, causes of action and other rights whatsoever against Sponsor and Affiliates arising out of their purchase transaction with the Builders. Sponsor has retained Newland solely as the property manager for the Community. North America Sekisui House has an indirect interest in one of the members in Sponsor. Newland and North America Sekisui House shall have no (i) liability whatsoever with respect to the development of the Community or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising at the Community. Neither Sponsor or Affiliates is a guarantor or party to any of the agreements between the Builders and third parties, including home buyers, and furthermore Newland and North American Sekisui House are not a guarantor or party to any of the agreements between Sponsor and any third parties or the Builders. Home buyers shall look solely to the Builders with respect to any claims or issues arising out of their purchase of a home in the Community.

This is not intended to be an offer to sell or a solicitation of offers to buy real estate in the Community to residents of any jurisdiction where prior qualification is required, unless the Community has been so qualified or exemptions are available.