

**AFFIDAVIT REQUIRED FOR THIS PROMOTION**

**RIVERLIGHTS 2017 GIFT CARD GIVEAWAY**

**OFFICIAL RULES**

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. OPEN ONLY TO PERSONS AGED 18 YEARS OR OLDER WHO ARE LEGAL RESIDENTS OF NORTH CAROLINA AND/OR VISITORS TO RIVERLIGHTS. THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NORTH CAROLINA. NEED NOT BE PRESENT TO WIN.

**GIVEAWAY DESCRIPTION:** The RiverLights 2017 Gift Card Giveaway (the "Giveaway") begins at 11:00 a.m. Eastern Standard Time, "EST" on Saturday, February 11, 2017 and ends at 2:00 p.m. EST on Saturday, February 11, 2017 (the "Giveaway Period"), unless the Giveaway is earlier terminated by Sponsor in accordance with these Official Rules. Participation in the Giveaway is subject to these RiverLights 2017 Gift Card Giveaway Official Rules ("Official Rules"). A random drawing will be held on Saturday, February 11, 2017 at approximately 4:00 p.m. EST (the "Drawing") at the RiverLights Information Center located at 109 Pier Master Point #100, Wilmington, NC 28412 . NNP IV-Cape Fear River, LLC ("Sponsor") is conducting the Giveaway to market and increase interest in the RiverLights Community ("RiverLights") and its homebuilders ("Builders"). This Giveaway is open to individuals aged 18 and older as of the date the Giveaway Period begins that are legal residents of North Carolina and/or visitors to RiverLights. To participate in the Giveaway and enter to win a Prize, as described below, individuals ("Participants") may submit a complete and legible Official Entry Form ("Entry Form") at the receptacle provided by Sponsor at Guest Registration during the Giveaway Period. The information collected from the Entry Form will be used by Sponsor in its marketing efforts for RiverLights.

**ELIGIBILITY:** The Giveaway is open only to legal residents of North Carolina and/or visitors to RiverLights that are aged 18 years or older., Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC fka Newland Communities, LLC or its affiliated companies (collectively "Newland"), or of any "Builder" (defined below) or any of their parent companies, affiliates, agents, or subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employee, contractor and/or agent, are not eligible to participate. All questions or disputes regarding eligibility for this Giveaway or compliance with these Official Rules will be resolved by Sponsor in its sole discretion. Void where prohibited. Details and qualifications for participation in this Giveaway may apply. These details and qualifications are set forth in these Official Rules.

**SPONSOR:** This Giveaway is sponsored by NNP IV-Cape Fear River, LLC, whose business address is 13777 Ballantyne Corporate Place, Suite 250, Charlotte, NC 28277. Sponsor has retained Newland solely as the property manager of RiverLights. Newland is simply administering the Giveaway on behalf of Sponsor and is not responsible in any way for its implementation or the manner in which the Giveaway is conducted.

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

**GIVEAWAY PERIOD:** The Giveaway Period begins at 11:00 a.m. EST on Saturday, February 11, 2017 and ends at 2:00 p.m. EST on Saturday, February 11, 2017 unless the Giveaway is earlier terminated by Sponsor in accordance with these Official Rules.

**GIVEAWAY ENROLLMENT:** Participants may enter the Giveaway for a chance to win a Prize by either (1) by completely and legibly completing a physical copy of the Entry Form which Participants may obtain at the RiverLights Information Center located at 109 Pier Master Point #100, Wilmington, NC 28412 and; OR (2) or depositing the completed and legible Entry Form in the receptacle provided by Sponsor. A Participant will not successfully enroll and participate in the Giveaway unless he or she agrees to these Official Rules, and all information requested in the Entry Form is provided.

Any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise, will result in disqualification of said Participant from the Giveaway. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation in or otherwise in connection with the Giveaway, and Participant is required to keep accurate and current all information provided for enrollment. Failure to provide accurate and current information may result in Participant being deemed not enrolled in the Giveaway, resulting in all entries previously credited to Participant being forfeited. All questions or disputes regarding eligibility for the Giveaway, Special Gift, Prize, or a Participant's compliance with these Official Rules, will be resolved by Sponsor in its sole discretion. All mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Sponsor is not responsible for: (a) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, or availability, (b) garbled or jumbled transmissions, (c) service provider/internet/web site/use net accessibility or availability, or traffic congestion, (d) unauthorized human intervention, and/or (e) the incorrect or inaccurate capture of participant information or the failure to capture any such information.

**RANDOM DRAWING:** On Saturday, February 11, 2017 at approximately 4:00 p.m. EST, Sponsor will conduct a random drawing (the "Drawing") from among all eligible entries received to select one (1) potential winner for each Prize. The Drawing will be conducted by Sponsor at the RiverLights Information Center located at 109 Pier Master Point #100, Wilmington, NC 28412. Sponsor's decisions are final with respect to all matters relating to this Giveaway. Participants need not be present at Drawing to win. Odds of winning depend on the number of eligible entries received. For example, if 100 entries are received, the odds of winning are 1:100. A Participant's chances that their entry will be drawn will be one, divided by the number of actual entries received by the Sponsor. In the event Sponsor selects Participant's entry at Drawing, Participant shall be designated a "Potential Winner." Potential Winner may be notified by telephone and/or e-mail, at Sponsor's discretion. If a Potential Winner cannot be reached within forty-eight (48) hours of initial notification attempt, he or she will be disqualified and the prize will be awarded to an alternate winner. Winner is subject to verification. 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 Potential Winner fails to respond to any notification attempt within forty-eight (48) hours, or if any attempted notification or prize delivery is returned as undeliverable, or if Potential Winner fails to complete and return any required affidavit or release, consent form or IRS W-9 form within the specified time period, Potential Winner shall be disqualified and an alternate winner selected from eligible entries received.

**PRIZE:** One (1) Restaurant Gift Card ("Prize") will be awarded by random selection of Winner from the total pool of eligible Participants at the Drawing. The total approximate retail value of

Prize is \$100.00. Neither Sponsor nor Newland, or any of their affiliates, controls in any respect any products, or services provided by third party vendors. Use of the Prize is subject to the manufacturer's instructions, directions, warnings and warranties. There is no cash substitute for Prize.

**RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Giveaway and/or accepting a Prize or Special Gift, Participant agrees to release and hold Sponsor, Newland, North America Sekisui House, LLC ("NASH"), all builders in the RiverLights community 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, losses (including, but not limited to, legal costs and reasonable attorneys' fees incurred at all judicial levels) and liability arising out of participation in the Giveaway. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway or use or redemption of any Prize or Special Gift. By participating in this Giveaway, Participant agrees to be bound by these Official Rules and the decisions of Sponsor 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 GIVEAWAY, PRIZE OR SPECIAL GIFT OFFERED THROUGH THE GIVEAWAY, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS GIVEAWAY, BUT IN NO EVENT ATTORNEY'S FEES. BY PARTICIPATING IN THE GIVEAWAY, 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, AND UNLESS SPONSOR AGREES OTHERWISE IN WRITING, ALL THIRD PARTY MERCHANDISE, INCLUDING PRIZE AND SPECIAL GIFT, IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANDISE OFFERED THROUGH THE GIVEAWAY 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 agrees to rely solely on the manufacturers' warranties, if any, for any merchandise redeemed through the Giveaway, and to the extent any problem or liability arises from a third party product, the Participant agrees to seek recourse solely from the applicable third party vendor and not Sponsor or any of the other Released Parties. Participant further acknowledges that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of Prize or Special Gift 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 release, other than with respect to the obligation to

deliver the Prize or Special Gift as described above, Participant agrees that the liability of the Sponsor, if any, shall be limited to \$100.00.

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

Acceptance of Prize or Special Gift by a Participant constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use Participant's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All Entry Forms and 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 Giveaway. 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 Giveaway.

**MODIFICATIONS AND TERMINATION OF THE GIVEAWAY:** Sponsor reserves the right to cancel, suspend, or modify the Giveaway or any of its Official Rules set forth herein (including, but not limited to, the Giveaway Period, Prize, Special Gift and their terms, and any other option made available to Participant) at any time, with or without notice, even though these changes may affect a Participant's ability to qualify for or receive Prize or Special Gift. Participant's continued participation in the Giveaway constitutes their acceptance of any changes to these Official Rules, changes to which will be available on Landing Page and at Sponsor's Office, 109 Pier Master Point #100, Wilmington, NC 28412. Sponsor reserves the right, in its sole discretion, to determine what Participants are eligible to receive as Prize and/or Special Gift prior to cancellation, suspension or modification of the Giveaway.

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

**FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Giveaway participation of any Participant who engages in any fraudulent activity or any attempt to deliberately damage Landing Page, any website or undermine the legitimate operation of this Giveaway, or who conducts activities in a manner inconsistent with these Official Rules or with any applicable federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of Prize and/or Special Gift and their associated benefits, including, without

limitation, the return of any Prize and/or Special Gift previously awarded. IN ADDITION, SPONSOR SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION 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:** To request a copy of the Official Rules or the name of the Prize recipient, send a self-addressed stamped envelope to the RiverLights Information Center, Attn: Gift Card Giveaway Director. Requests must be received within twelve (12) days of the end of the Giveaway Period.

**DISPUTES:** By participating, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Giveaway shall be resolved individually, without resort to any form of class action, in the federal court in the New Hanover County or state courts located in the New Hanover County, 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. Each Participant further irrevocably agrees that any and all claims, judgments, and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Giveaway, but in no event attorneys' fees; and under no circumstances will Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

**SOCIAL MEDIA:** By taking part in this Giveaway, Participant unconditionally accepts and agrees to abide by the Terms of Service, Terms of Use, Privacy Policy, Community Guidelines and Privacy Guidelines (collectively "Social Media Terms of Use") for Facebook, Google +, Instagram, Twitter, YouTube and Pinterest respectively. Sponsor hereby expressly incorporates the Social Media Terms of Use of Facebook, Google +, Instagram, Twitter, YouTube and Pinterest into these Official Rules. Sponsor endeavors to keep its Social Media Accounts and other links Sponsor makes available to Participants safe, but Sponsor cannot guarantee it. Sponsor needs Participant's help to do that, which includes the following commitments:

- a. Participant is of valid age to enter into this Giveaway and thereby assents to Participant's statements made to Sponsor and/or photo(s) to be posted.
- b. Participant will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media Accounts.
- c. Participant will not collect users' content or information, or otherwise access any Social Media Accounts, using automated means (such as harvesting bots, robots, spiders, or scrapers) without permission.
- d. Participant will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any social media sites.
- e. Participant will not upload viruses or other malicious code.
- f. Participant will not solicit login information or access an account belonging to someone else.

- g. Participant will not bully, intimidate, harass, impersonate or threaten any user or entities and Participant must not post private or confidential information via Sponsor's Social Media Accounts, including, without limitation, Participant's or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- h. Participant will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- i. Participant will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- j. Participant will not use any social media site to do anything unlawful, misleading, malicious, or discriminatory.
- 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 Giveaway, 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 above 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 any such changes are the responsibility of Participant and are incorporated herein by reference. For further details on the policies of each, Participant should refer to the individual social media site.

**ADDITIONAL DISCLAIMERS:** Sponsor is the creator and owner of RiverLights. Sponsor's responsibility with respect to RiverLights 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. Sponsor and Newland, or any of their individual affiliates are not co-developing, co-building or otherwise responsible for any of the obligations or representations of any of the Builders, and shall have no obligations to any home buyer regarding a home purchase from a Builder. Purchasers of homes from any of the Builders waive any claims against Sponsor and/or Newland arising out of their purchase transaction. Newland's role is solely that of a property manager for RiverLights. Newland and NASH shall have no liability

whatsoever with respect to the development of RiverLights or the selling of homes or any related activities of the Builders, nor have any responsibility for any claims, issues or matters arising at RiverLights or in conducting this Giveaway. Sponsor, Newland and NASH are not guarantors nor a party to any of the agreements between Builders and home buyers and any third parties. Home buyers shall look solely to the Builders with respect to any claims or issues arising out of their purchase of a home in RiverLights. Nothing herein shall either authorize any person to offer to sell real estate in the RiverLights community to, or to solicit offers to buy from, residents of any jurisdiction where prohibited by law.