

CONSENT TO PARTICIPATE IN RIVERLIGHTS AGENT REWARDS PROGRAM

As the principal licensed real estate broker (“Broker”) for _____
 (name of Brokerage/Agency)
 I, _____, hereby affirm that I am the broker-in-charge with whom the

(name of Broker)
 Participating salesperson(s)/broker(s) (“Participant”) is affiliated, or associated, or employed (“Participant’s Broker-In-Charge/Agency”) and consent to the enrollment of such Participant(s) in the AGENT REWARDS PROGRAM at RiverLights (“Program”), which NNP IV-Cape Fear River, LLC (“Sponsor”) is conducting and which begins at 12:00 a.m. Eastern Standard Time, “EST” on January 1, 2018 and ends at 6:00 p.m. EST on December 31, 2018 (the “Program Period”). I further consent to the direct receipt of rewards, awards, or prizes pursuant to such Program, by the following Participant(s), or Participant(s)

Participating Salesperson(s)/Brokers (print name)

Unless I provide written notice to the Sponsor of the revocation of my consent as to the participation of and receipt of such rewards, awards or prizes by Participant(s), I further acknowledge and agree that my consent to the participation in this Program by the above-named salesperson(s)/broker(s) Participants shall continue for so long as I remain the Participant’s Broker in Charge/Agency and for so long as this Program shall be in effect, which Program Period may continue or change at Sponsor’s sole and absolute discretion.

Brokerage Agency:

By: _____
 Signature
 Name: _____
 Print name of signatory
 Date: _____

Name		
Address		
City	State	Zip
Email		

AGENT REWARDS PROGRAM
RiverLights
OFFICIAL ENROLLMENT FORM

Name: _____ NC Lic #: _____
Address: _____ Phone: _____
Email: _____

I accept and hereby acknowledge and agree that:

- a. I have read all of the TERMS AND CONDITIONS for the AGENT REWARDS PROGRAM at RiverLights (“TERMS AND CONDITIONS”), understand them and agree to be bound by them.
- b. Failure to abide by the TERMS AND CONDITIONS, as may be amended from time to time, as well as with any conditions that may be posted upon the Sponsors' Websites, will result in termination of my membership and revocation of any and all Profit Points or Premiums that I may have earned pursuant to my participation in the Program.
- c. Unless there are any material changes in the TERMS AND CONDITIONS or any conditions posted upon the Sponsors' Websites, notice of which will be posted upon the Sponsors' Websites, my acknowledgement and agreement to accept these TERMS AND CONDITIONS shall continue for so long as this Program or any such subsequent program shall be in effect. Unless an opt-out notice is received by Sponsors from me at one of the Sponsors' Websites within thirty (30) days after such posting of a notice of a material change to this Program or any such subsequent program, then I shall be deemed to have accepted such material change and to have elected to continue as a Participant in the Program or any such subsequent program.
- d. As a condition for enrollment in the Program, I hereby grant to Sponsors, their advertising and promotion agencies, and each of their parent companies, subsidiaries and affiliates, and each of their assigns, designees and licensees, without limitation, the absolute right and permission to use my name, address, likeness, photograph, voice, or biographical information in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.

Name

Signature

Date

CHECK THE APPROPRIATE BOX BELOW IF YOU ACCEPT THE TERMS AND CONDITIONS FOR ENROLLMENT IN THE RIVERLIGHTS AGENT REWARDS PROGRAM (THE "PROGRAM"):

No, I decline.

Yes, I accept and hereby acknowledge and agree that:

- a. I have read all of these TERMS AND CONDITIONS, understand them and agree to be bound by them.
- b. Failure to abide by these TERMS AND CONDITIONS, as may be amended from time to time in the Sponsor's sole and absolute discretion, as well as with any conditions that may be posted upon the Sponsor's Website, will result in termination of my membership and revocation of any and all Entries or Rewards that I may have earned pursuant to my participation in the Program. I further agree that all of the Sponsor's decisions with respect to this Program are final.
- c. Unless there are any material changes in the TERMS AND CONDITIONS or any conditions posted upon the Sponsor's Website, notice of which will be posted upon the Sponsor's Website, my acknowledgement and agreement to accept these TERMS AND CONDITIONS shall continue for so long as this Program or any such subsequent program shall be in effect. Unless an opt-out notice is received by Sponsor from me at the Sponsor's Website within thirty (30) days after such posting of a notice of a material change to this Program or any such subsequent program, then I shall be deemed to have accepted such material change and to have elected to continue as a Participant in the Program or any such subsequent program.
- d. As a condition precedent for enrollment in the Program, I hereby grant to Sponsor, their advertising and promotion agencies, and each of their parent companies, subsidiaries and affiliates, and each of their assigns, designees and licensees, without limitation, the absolute right and permission to use my name, address, likeness, photograph, voice, or biographical information in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.

AFFIDAVIT REQUIRED FOR THIS PROGRAM

AGENT REWARDS PROGRAM

RiverLights

TERMS AND CONDITIONS

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. OPEN ONLY TO PERSONS LICENSED AS REAL ESTATE SALESPERSONS AND THOSE PERSONS THAT ARE LICENSED, INCLUDING PROVISIONALLY, AS NORTH CAROLINA BROKERS AND ARE AGED 21 YEARS OR OLDER IN NORTH CAROLINA. THIS PROGRAM IS GOVERNED BY THE LAWS OF THE UNITED STATES AND NORTH CAROLINA.

PLEASE READ CAREFULLY AND INDICATE YOUR ACCEPTANCE AT THE END.

By enrolling in the **AGENT REWARDS PROGRAM** at RiverLights, you acknowledge that you have read all of these **TERMS AND CONDITIONS**, understand them, and agree to be bound by them.

Failure to abide by these **TERMS AND CONDITIONS** will result in termination of your participation and revocation of any and all Rewards earned pursuant to participation in the Program.

- 1. PROGRAM DESCRIPTION:** The Agent Rewards Program (the "Program") begins at 12:00 a.m. Eastern Standard Time, "EST" on January 1, 2018 and ends at 6:00 p.m. EST on December 31, 2018 (the "Program Period"), unless the Program is earlier terminated by Sponsor in accordance with these Terms and Conditions. NNP IV-Cape Fear River, LLC ("Sponsor") is conducting the Program to market and increase interest in the RiverLights Community ("RiverLights") and its homebuilders ("Builders"). This Program is intended for real estate salespersons and brokers, including those that are only provisionally licensed, aged 21 and older as of the date the Program Period begins that are licensed in the State of North Carolina ("Real Estate Professionals") and any real estate salespersons or brokers that are not licensed in the State of North Carolina are not eligible to participate. To participate in the Program, Real Estate Professionals must first enroll in the Program by logging onto the kiosk located at the RiverLights community, if available, or by logging onto the Sponsor's website, www.RiverLightsLiving.com and completing the Official Enrollment Form (the "Form") provided by Sponsor online. Real Estate Professionals may also enroll in the Program by obtaining a physical copy of the Form at the RiverLights Information Center located at 109 Pier Master Point, Suite 100, Wilmington, NC 28412, completing it in full, signing it and depositing the Form in the receptacle provided by Sponsor at the RiverLights Information Center. The Form must be completed in its entirety. Information collected from the Form will be used by Sponsor in its marketing efforts for RiverLights.

In addition, as a condition of enrollment Real Estate Professionals must provide Sponsor with a Consent To Participate from the broker-in-charge with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Participant

("Participant's Broker-In-Charge/Agency") to acknowledge and agree in writing to such enrollment and to Participant's receipt of awards pursuant to this Program. Real Estate Professionals that successfully enroll will have the opportunity to participate in the Program.

Each participating Real Estate Professional has the opportunity to earn Rewards (as defined below) depending on the number of purchase contracts their clients enter into with an approved RiverLights Builder during the Program Period. "Sponsor reserves the right, in its sole and absolute discretion, to remove or replace certain Rewards and reward participating Real Estate Professionals with additional Rewards." No drawing(s) will be held during the Program Period. Participating Real Estate Professionals that have their names included in a Builder's "Traffic Report" that is presented to Sponsor during the Program Period will receive a Reward in accordance with the cumulative number of purchase contracts their clients have entered into with Builders during the Program Period. Each participating Real Estate Professional has the opportunity to earn Rewards. There is no payment or purchase necessary to participate and/or win a Reward.

2. ELIGIBILITY: The Program is open only to legal residents of North Carolina, that are salespersons or brokers that are licensed in the state of North Carolina. Brokers that are only provisionally licensed in North Carolina are also eligible to participate in this Program. 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. Must be aged 21 years or older to participate. All questions or disputes regarding eligibility for this Program, or Reward(s), or compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. Void where prohibited. Details and qualifications for participation in this Program may apply. These details and qualifications are set forth in these Terms and Conditions.

3. SPONSOR: This Program 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 Program on behalf of Sponsor and is not responsible in any way for its implementation or the manner in which the Program is conducted.

4. AGREEMENT TO TERMS AND CONDITIONS: Participation in the Program constitutes a participating Real Estate Professional's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of Sponsor, which are final and binding.

5. PROGRAM PERIOD: The Program Period begins at 12:00 a.m. EST on *January 1, 2017* and ends at 6:00 p.m. EST on *December 31, 2017*, unless the Program is earlier terminated by Sponsor. Following successful enrollment, Real Estate Professionals may earn rewards during the Program Period solely as provided for in these Terms and Conditions..

6. PROGRAM ENROLLMENT: Real Estate Professionals may enroll in the Program, by logging onto the kiosk located at the RiverLights Welcome Center, if available, or by logging on to the Sponsor's website, www.RiverLightsLiving.com and completing the Form located at such website. Enrollment requires that Real Estate Professionals check the box prompting them to indicate their agreement to these Terms and Conditions. Real Estate Professionals may also

enroll in the Program by obtaining a physical copy of the Form at the RiverLights Information Center completing, signing, and I and depositing the Form in the receptacle provided by Sponsor at the *RiverLights Information Center* located at 109 Pier Master Point, Suite 100, Wilmington NC 28412. A Real Estate Professional will not successfully enroll and participate in the Program unless he or she agrees to these Terms and Conditions, and all information requested in the Form is provided. In addition, as a condition of enrollment all Real Estate Professionals must provide Sponsor with a Consent To Participate (defined below) and an IRS W-9 Form. Real Estate Professionals may enroll at any time during the Program Period. Successful enrollment requires the broker-in-charge with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Participant ("Participant's Broker-In-Charge/Agency") to acknowledge and agree in writing to such enrollment and to Participant's receipt of awards pursuant to this Program by executing Sponsor's Consent To Participate Form ("Consent To Participate"). The Participant shall obtain his or her broker-in-charge's executed Consent To Participate and an IRS W-9 Form and provide it to Sponsor as soon as possible, but in no event later than the time when claiming a Reward, as defined herein.

Any participating Real Estate Professional that changes their employment during the Program Period such that their Broker-In-Charge/Agency changes, a new Consent to Participate executed by the Real Estate Professional's new Broker-In-Charge/Agency must be submitted to Sponsor in order for the Real Estate Professional to remain eligible for any of the Rewards. The Consent to Participate Form and the W-9 are available at the RiverLights Sales Center. Participating Real Estate Professionals must be careful to only submit one Form. Multiple entries will immediately disqualify the Real Estate Professional upon discovery by Sponsor. Any effort of a Real Estate Professional to misrepresent himself or herself through the use of aliases or otherwise, will result in termination of said Real Estate Professional from the Program. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation in or otherwise in connection with the Program, and Participant is required to keep accurate and current all information provided for enrollment, the Consent To Participate, and the W-9. Failure to provide accurate and current information may result in Participant being deemed not enrolled in the Program, resulting in all entries previously credited to Participant being forfeited. All questions or disputes regarding eligibility for the Program, earning, award, or forfeiture of entries (as described below), or a Participant's compliance with these Terms and Conditions, 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.

7. WARRANTIES AND REPRESENTATIONS: By enrolling in the Program, Real Estate Professional hereby warrants and represents that: (a) Real Estate Professional will fully and timely disclose his or her participation in the Program to any client Real Estate Professional 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 Real Estate Professional participates in the Program), and will provide such client and/or party a copy of these Terms and Conditions; (b) Real Estate Professional'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 Real Estate Professional and any client Real Estate Professional represents or will represent during participation in the Program; (c) Participant has obtained the executed Consent To

Participate of Real Estate Professional's Broker-In-Charge/Agency and such Consent To Participate, together with an IRS Form W-9, have been provided to Sponsor or will be provided to Sponsor no later than the time when any Rewards are redeemed; and (d) Participant's acceptance of any Reward hereunder is subject to and does not violate any agreement Real Estate Professional may have with Participant's Broker-In-Charge/Agency or any laws or regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate.

8. REWARDS: Each eligible Real Estate Professional has the opportunity to earn Rewards based on the number of purchase contracts their clients enter into with an approved RiverLights Builder during the Program Period. Sponsor is giving away the following items ("Rewards"):

- (1) First Purchase Contract: A \$100.00 Gift Card to a local restaurant of Sponsor's choice. 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 Real Estate Professional's Responsibility;
- (2) Second Purchase Contract: Real Estate Professional's choice of L.L. Bean® Tote Bag, having an approximate value of \$50.00, or a Sealine® Dry Bag, having an approximate value of \$50.00;
- (3) Third Purchase Contract: Handmade "Rope Rocker" Hammock Chair from Outer Banks Hammocks, having an approximate value of \$139.00; and
- (4) Fourth Purchase Contract: \$150.00 Spa Gift Card, and publication of the Real Estate Professional's name and/or likeness on RiverLight's web and/or social media sites and the RiverLights Information Center. 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 is the Real Estate Professional's responsibility.

The Aggregate Approximate Retail Value of all four (4) Rewards is \$489.00. Sponsor reserves the right, in its sole and absolute discretion, to remove or replace certain Rewards and reward participating Real Estate Professionals with additional Rewards.

No drawing(s) will be held during the Program Period. Participating Real Estate Professionals that have their names included in the weekly Builder's "Traffic Report" that is presented to Sponsor during the Program Period will receive a Reward in accordance with the cumulative number of purchase contracts their clients have entered into with Builders during the Program Period. Sponsor will deliver Rewards to Real Estate Professionals as Sponsor receives notice of such purchase contracts in the Builders' "Traffic Report." Closing of a client's purchase contract does not have to occur for a Real Estate Professional to remain eligible for a Reward. . . . Except where prohibited, the Participant and Participant's Broker-In-Charge/Agency, as applicable, will be required to complete the Consent To Participate and a W-9 form prior to the claiming of a Reward, or the Reward will be forfeited. Real Estate Professionals are responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of any Rewards. An IRS form 1099 will be issued if required by law. All expenses or costs associated with the acceptance or use of any Rewards that are not expressly specified in

these Terms and Conditions are the responsibility of the Real Estate Professional claiming the Reward(s).

B)

9. RELEASE AND LIMITATIONS OF LIABILITY: All applicable federal, state and local laws and regulations apply. By participating in the Program and/or accepting a Reward, Real Estate Professional 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 Program. Participating Real Estate Professional assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or use or redemption of any Rewards. By participating in this Program, Real Estate Professional agrees to be bound by these Terms and Conditions 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 Terms and Conditions 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 PROGRAM OR REWARDS 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. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROGRAM, BUT IN NO EVENT ATTORNEY'S FEES. 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, AND UNLESS SPONSOR AGREES OTHERWISE IN WRITING, ALL THIRD PARTY MERCHANDISE 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 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. Participating Real Estate Professional agrees to rely solely on the manufacturers' warranties, if any, for any merchandise redeemed through the Program, and to the extent any problem or liability arises from a third party product, the Real Estate Professional agrees to seek recourse solely from the applicable third party vendor and not Sponsor. Participating Real Estate Professionals further acknowledge that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of a Reward(s) or the transmission or use thereof. In the event of any claim, demand, cause of action or other potential liability of Sponsor to any Real Estate Professional hereunder that is actionable

despite the release, other than with respect to the obligation to deliver the Reward as described above, Real Estate Professional agrees that the liability of the Sponsor, if any, shall be limited to \$440.00.

By participating in the Program, participating Real Estate Professional 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. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the Reward process.

Acceptance of a Reward by a Real Estate Professional constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use Real Estate Professional's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All 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 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, participating Real Estate Professionals waive 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.

10. MODIFICATIONS AND TERMINATION OF THE PROGRAM: Sponsor reserves the right to cancel, suspend, or modify the Program or any of its Terms and Conditions set forth herein (including, but not limited to, the Program Period, Rewards 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 Real Estate Professional's ability to qualify for or receive a Reward. A Real Estate Professional's continued participation in the Program constitutes their acceptance of any changes to these Terms and Conditions, changes to which will be available at Sponsor's Website and at Sponsor's Office, 13777 Ballantyne Corporate Place, Suite 250, Charlotte, NC 28277. Sponsor reserves the right, in its sole discretion, to determine what Real Estate Professionals are eligible to receive as Rewards prior to cancellation, suspension or modification of the Program.

11. 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.riverlightsliving.com. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

12. FRAUDULENT ACTIVITY: Sponsor reserves the right to discontinue the Program participation of any Real Estate Professional who engages in any fraudulent activity or any

attempt to deliberately damage any website or undermine the legitimate operation of this Program, or who conducts activities in a manner inconsistent with these Terms and Condition or with any applicable federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Rewards progression and their associated benefits, including, without limitation, the return of any Rewards 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.

13. TERMS AND CONDITIONS: To request a copy of the Terms and Conditions or the name of the Reward recipients, send a self-addressed stamped envelope to the RiverLights Information Center, Attn: Agent Rewards Program Director. Requests must be received within twelve (12) days of the end of the Program Period.

14. DISPUTES: By participating, each Real Estate Professional 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 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 Real Estate Professional 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 Real Estate Professional further irrevocably agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and under no circumstances will Real Estate Professional be permitted to seek recovery for, and Real Estate Professional 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.

15. REAL ESTATE PROFESSIONAL COMPLIANCE: All participating Real Estate Professionals must be licensed as Real Estate Professionals in the state of North Carolina associated with a broker-in-charge, or working as a broker-in-charge, in the state of North Carolina. All Real Estate Professionals 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.

16. SOCIAL MEDIA: By taking part in this Program, Real Estate Professional 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 Real Estate Professional's safe, but Sponsor cannot guarantee it. Sponsor needs Real Estate Professional's help to do that, which includes the following commitments:

- a. Real Estate Professional is of valid age to enter into this Sweepstakes and thereby assents to Real Estate Professional's statement and/or photo(s) to be posted.
- b. Real Estate Professional will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media Accounts.
- c. Real Estate Professional 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. Real Estate Professional will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any social media sites.
- e. Real Estate Professional will not upload viruses or other malicious code.
- f. Real Estate Professional will not solicit login information or access an account belonging to someone else.
- g. Real Estate Professional 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, Real Estate Professional'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. Real Estate Professional will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- i. Real Estate Professional will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- j. Real Estate Professional will not use any social media site to do anything unlawful, misleading, malicious, or discriminatory.
- k. Real Estate Professional 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. Real Estate Professional will not facilitate or encourage any violations of this section of the Official Rules.

By taking part in the Program, Real Estate Professional 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 Real Estate Professional hereby agrees that Facebook, Google +, Twitter, Pinterest, YouTube and Instagram may place such advertising and promotions on, about, or in conjunction with Real Estate Professional's statement and/or photo(s). The manner, mode and extent of such advertising and promotions are subject to change without specific notice to Real Estate Professional.

The above is only a summary of the Social Media Terms of Use for Facebook, Google +, Twitter, Pinterest, YouTube and Instagram to guide Real Estate Professional in the contents of Real Estate Professional statement and/or photo(s). The Social Media Terms of Use may change at any time and any such changes are the responsibility of Real Estate Professional and are incorporated herein by reference. For further details on the policies of each, Real Estate Professional should refer to the individual social media site.

17. ADDITIONAL DISCLAIMERS:

Any Reward awarded pursuant to this Program do not affect or reflect any commissions otherwise due and payable by Builders in the RiverLights community to Real Estate Professionals as a result of the purchase and sale of homes.

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 Program. 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.

