

Newland Austin Top 10 Award Program

OFFICIAL RULES

1. **ELIGIBILITY:** The Top 10 Award Program (the “Promotion”) is open only to individuals who are eighteen (18) years of age or older and legal residents of the United States or the District of Columbia. Employees of Newland Communities, LLC, its related companies, contractors and real estate agents as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited by law.
2. **SPONSOR:** The Promotion is sponsored by Newland Communities - Austin Division, (“Sponsor”) 13809 Research Boulevard, Suite 475, Austin, TX 78750.
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Promotion constitutes Registrant/Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Participating in the Promotion is contingent upon fulfilling all requirements set forth herein in a timely manner.
4. **TIMING:** The Promotion begins at 12 a.m. Central Standard Time (“CST”) on December 1, 2016 and ends at 12 a.m. CST on December 1, 2017 (the “Promotion Period”).
5. **ENTRY:** Each time a Real Estate Agent’s client closes escrow on a new home in the Rancho Sienna, Sweetwater and/or Teravista communities during the Promotion Period, the Real Estate Agent is entered into the promotion. Notice of client escrow is provided by the builders of Rancho Sienna, Sweetwater and Teravista to the closing community on a weekly basis. It is the responsibility of the real estate agent to verify the number of closings with the closing community.
6. **REQUIREMENTS OF THE POTENTIAL PARTICIPANTS:** Except where prohibited, the Registrant will be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/ Release”). Promotion premiums will be awarded only after Registrant has completed and signed the Affidavit/ Release, at which time Registrant shall become a Participant (“Participant”).
7. **PROMOTION:** Promotion premiums, subject to satisfaction of Eligibility, Entry, Promotion Requirements, shall be as follows: Each Real Estate Agent who has a client that closes escrow on a new home in Rancho Sienna, Sweetwater and/or Teravista during the Promotion Period will be invited to a quarterly event from the community in which they closed. All Real Estate Agents that close escrow on a new home in Rancho Sienna, Sweetwater and/or Teravista during the Promotion Period will be invited to the annual Newland Top 10 Luncheon. The Event, hereafter referred to as “The Newland Top 10 Luncheon” is planned to be held late January or early February 2018. At the Top 10 Luncheon, the Top 10 Producing Agents will be recognized for their closings. Top producing Real Estate Agents will be determined by total number of new home closings in Rancho Sienna, Sweetwater and/or Teravista during the Promotion Period. In the event of a tie, the total dollar volume of closings will be used to determine top producer.

For each closing that a Real Estate Agent has during the Promotion Period, their name will be placed into a drawing for door prizes. The Newland Top 10 producing agents will also be featured in various forms of advertising throughout the year.

8. **PREMIUMS:** Premiums are not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor, who reserves the right to substitute a premium with another premium of equal or greater value if the premium is not available for any reason as determined by Sponsor in its sole discretion. Participant is responsible for any taxes and fees associated with receipt or use of a premium.
9. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend, and/or modify the Promotion if any fraud or other problem corrupts the administration, security, or proper play of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Promotion, Registrant/Participant agrees to release and hold harmless the Sponsor, Newland Communities – Austin Division, affiliated companies of Newland Communities and Sponsor, and their respective officers, directors, employees, contractors and real estate agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any premium, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Registrant/Participant's participation in the Promotion or receipt of any premium. Registrant/Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees and court costs. Registrant/Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **DISPUTES:** Except where prohibited, Registrant/Participant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Promotion or any premium awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Registrant/Participant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other

jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

12. **Real Estate Agent Compliance:** All participating Real Estate Agents must be licensed, active agents in Texas, working for, or as a broker, in the Austin area, and must agree to abide by these Official Rules. Real estate agents shall comply with all provisions of the Real Estate License Act.
13. **Client Notification:** Real Estate Agents shall advise their clients that such agent is participating in this Promotion. In addition, real estate agents shall provide such clients a copy of these Official Rules.
14. **Validated Team:** Two or more Real Estate Agents are permitted to participate as a team. In order to participate, real estate agents must provide proof, prior to December 31, 2017, that not less than 90% of all real estate closings are currently done as a team ("Validated Team"). Items such as closing documents, income tax returns, business cards, yard signs, etc, provided by these Real Estate Agents will be considered in validation of the team. Only one invitation to the annual award luncheon will be awarded per closing. Closing gift cards will be distributed to the Team Leader and the members of the team agree to share the gift cards in accordance with any agreement in place between such team members. With regard to any premium, only one premium will be awarded to a Validated Team. The members of the Validated Team agree to share their promotion premium in accordance with any agreement in place between such team members. If a team member chooses to leave the team during the program year, subsequent closings made after their departure will be awarded to the individual agent.
15. **PROMOTION RESULTS AND OFFICIAL RULES:** To request a copy of the Official Rules, send a self-addressed stamped envelope to Newland Communities – Marketing, 13809 Research Boulevard, Suite 475, Austin, TX 78750. Requests must be received by December 31, 2017. Vermont residents may omit return postage for Official Rules requests.
16. **ADDITIONAL REQUIREMENTS:** Any premiums awarded pursuant to this Promotion does not affect or reflect any commissions otherwise due and payable by the builders of homes in Rancho Sienna, Sweetwater and/or Teravista to Real Estate Agents, as a result of the purchase and sale of homes in these communities. Real Estate Agent's acceptance of any premium shall be subject to any agreement real estate agent may have with such broker.
17. **DISCLAIMER:** Homes within the Rancho Sienna, Sweetwater and/or Teravista communities are constructed and sold by builders not affiliated with Newland Communities, or its affiliates. Newland Communities or its affiliates do not guarantee or warrant the obligations of such builders, nor the availability, or pricing of homes.

Affidavit of Eligibility/Liability and Publicity Release

NEWLAND AUSTIN TOP 10 AWARD PROGRAM

I, _____, hereby state:

I am a legal resident of the United States.

I am at least eighteen (18) years of age.

I am submitting this Affidavit of Eligibility/Liability and Publicity Release (“Affidavit/Consent/Release”) with the understanding that it will be relied upon it to determine my eligibility to receive a promotion in the Newland Austin Top 10 Award Program (the “Promotion”).

I represent that I have complied with, and will continue to comply with, the Official Rules of this Promotion and that I have perpetrated no fraud or deception in entering the Promotion or in claiming any premium.

I represent that neither I nor any member of my immediate family (defined as: spouse, parents, siblings and children) nor anyone living in my household is an employee of Newland Communities (“Sponsor”), its affiliated companies, contractors, or agents.

I represent that neither I nor any member of my immediate family (defined as spouse, parents, siblings, and children) nor anyone living in my household is an employee, contractor or real estate agent of Newland Communities – Austin Division. (“Sponsor”), and/or, Newland Communities or its affiliated companies. (collectively “Released Parties”)

I grant to Sponsor the absolute right and permission to use my name, address, likeness, voice, or opinions 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.

I understand that should I be verified as a promotion Participant, I am responsible solely for any taxes that may apply to the receipt of any premium I receive.

I waive and release any and all rights, demands, losses, liabilities, claims, and causes of action which I may now or hereafter be entitled to assert, including, but not limited to, personal injuries, death, disability, property damage, or other harm or loss of any nature caused by, contributed to, or arising out of my participation in this Promotion or any premium awarded to me in this Promotion.

I understand that I will be disqualified from receiving and agree to return to Sponsor any premium awarded to me if any statement I make in this Affidavit/Consent/Release is false. I agree to return immediately upon demand to Sponsor any premium or the value of such premium which has been awarded to me if any statement I make in this Affidavit/Consent/Release is false.

