

AFFIDAVIT REQUIRED FOR THIS GIVEAWAY

Tehaleh's 2019 Winter Giveaway

OFFICIAL RULES

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. OPEN ONLY TO NON-RESIDENTS OF TEHALEH AGED 18 YEARS OR OLDER THAT ARE LEGAL RESIDENTS OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW. THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON AND THE UNITED STATES. LIMIT ONE (1) PRIZE PER HOUSEHOLD.

- GIVEAWAY:** Tehaleh's 2019 Winter Giveaway (the "Giveaway") begins at 10:00 a.m. PST on Friday, February 1, 2019 and ends at 5:00 p.m. PST on Sunday, March 31, 2019 (the "Giveaway Period"). Participation in this Giveaway is subject to these 2019 Winter Giveaway Official Rules ("Official Rules"). NASH Cascadia Verde, LLC ("Sponsor") is conducting the Giveaway to market and increase interest in the Tehaleh Community ("Tehaleh") and its homebuilders ("Builders"). To participate in the Giveaway and receive one of the Prizes described below, eligible individuals (each a "Participant") must register by legibly completing and submitting an Official Entry Form ("Form") during the Giveaway Period at Tehaleh's Welcome Center ("The Post") located at 19001 Cascadia Blvd. East, Bonney Lake, WA 98391. There is no payment or purchase necessary to participate. The information collected from the Form will be used by Sponsor in its marketing efforts for Tehaleh.
- ELIGIBILITY:** The Giveaway is open only to legal residents of the United States who are 18 years of age or older as of the commencement of the Giveaway Period. Current residents or occupants of a home in Tehaleh are not eligible to participate. Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC ("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. Void where prohibited. No purchase necessary. Details and qualifications for participation in this Giveaway apply and are set forth in these Official Rules.
- SPONSOR:** The Giveaway is sponsored by NASH Cascadia Verde, LLC whose business address is 505 S 336th St, Federal Way, WA 98003. Newland, as property manager, has been retained solely for the purpose of administering the Giveaway on Sponsor's behalf.
- AGREEMENT TO OFFICIAL RULES:** Participation in the Giveaway constitutes Participant's full and unconditional agreement to and acceptance of these Official Rules, as may be amended from time to time in the sole discretion of Sponsor, and the decisions of Sponsor, which are final and binding in all respects.
- GIVEAWAY PERIOD:** The Giveaway begins at 10:00 a.m. PST on Friday, February 1, 2019 and ends at 5:00 p.m. PST on Sunday, March 31, 2019.

6. **REGISTRATION:** Individuals must obtain and complete a Form to participate in the Giveaway by visiting The Post. Individuals must legibly hand-print their full name, city, and state of residence along with their email address, sign and deposit the completed Form in the receptacle provided by Sponsor at The Post. Individuals are responsible for ensuring that the Form is filled out completely and properly. Any effort to misrepresent himself or herself through the use of aliases or otherwise, will disqualify the Participant from the Giveaway. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation or otherwise in connection with this Giveaway. All questions or disputes regarding eligibility for the Giveaway, or Prize, or a Participant's compliance with these Official Rules, will be resolved by Sponsor in its sole and absolute discretion.
7. **PRIZES:** Upon completing their Form, individuals will choose, while supplies last only, from either one (1) 10 oz. Wine Rambler or one (1) 14 oz. Rambler Mug (individually a "**Prize**" and together, the "**Prizes**"). Limit one (1) Prize per household while supplies last. A total of seventy-two (72) 10 oz. Wine Ramblers and seventy-two (72) Rambler Mugs will be awarded by Sponsor. The approximate retail value of each Prize is \$24.00.

All federal, state, local taxes on prize value, if applicable, is the sole responsibility of Participant. An IRS form 1099 will be issued if required by law. Prize will be awarded to Participant provided such participant satisfies the Giveaway requirements and has complied fully with these Official Rules, as determined by Sponsor in its sole and absolute discretion. Participant is responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of Prize. A Participant's right to receive Prize is not transferable or assignable. No substitution, cash redemption or transfer or right to receive Prize is permitted, except in the sole discretion of Sponsor, which reserves the rights to substitute a 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 respective Prize are the sole responsibility of Participant. Prizes will be awarded if properly claimed. Neither Sponsor nor Newland, or any of their affiliates, operates or controls in any respect any products, or services provided through third-party vendors.

8. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Giveaway and/or accepting one of the Prizes, each Participant agrees: (i) to release and hold Sponsor, Newland, North America Sekisui House, LLC ("**NASH**") and their affiliates, 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 Giveaway, and to hold the Released Parties harmless against any and all claims and liability arising from the use of any of the Prizes, (ii) to be bound by the 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 Released Parties are not responsible and do not assume liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway or use or redemption of any of the Prizes. 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. All entries become the sole property of Sponsor and shall not be returned. 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 Giveaway 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, from the use of a Prize or the transmission or use thereof.

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 the Giveaway. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Acceptance of 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.

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, 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 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, 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 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.

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 foregoing release, other than with respect to the obligation to award a Prize as described above, Participants agree that the liability of Sponsor, if any, shall be limited to \$24.00. By participating in Giveaway, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

Participation in this Giveaway does not give Participants any rights to the copyrights, service marks, trademarks or other intellectual property of Sponsor, Newland, NASH or the Builders.

9. **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, Prizes, 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 a Prize. A Participant's continued participation in the Giveaway constitutes the Participant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Office, 505 S 336th St, Federal Way, WA 98003.
10. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Giveaway participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any website or undermine the legitimate operation of this Giveaway, 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 any Prize and its associated benefits, including, without limitation, the return of any Prize 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.
11. **SOCIAL MEDIA:** Sponsor may promote, administer and otherwise advertise the Giveaway on social media outlets, such as, but not limited to, Facebook, Google +, Pinterest, Instagram, YouTube and Twitter (collectively, "**Social Media**") and may engage a third-party vendor to administer and otherwise manage Social Media. While Sponsor endeavors to make its Social Media sites available to all Participants and to the general public, it makes no guarantee as to the content or safety of its Social Media sites. By participating in the Giveaway, Participant agrees to abide by the terms and conditions of each Social Media site, respectively, and further agree that:
 - Participant will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media sites.
 - Participant will not collect users' content or information, or otherwise make any unauthorized access to a Social Media site using automated means (such as harvesting bots, robots, spiders, or scrapers) without Sponsor's permission.

- Participant will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any Social Media sites.
- Participant will not upload viruses or other malicious code.
- Participant will not solicit login information or make any unauthorized access to another user's Social Media account.
- Participant will not bully, intimidate, or harass any user.
- Participant will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- Participant will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- Participant will not use any Social Media site to do anything unlawful, misleading, malicious, or discriminatory.
- 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.
- 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 Participants hereby agree 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 GIVEAWAY IS NOT SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, GOOGLE +, INSTAGRAM, TWITTER, PINTEREST, YOUTUBE OR ANY OTHER SOCIAL MEDIA SITE THAT MAY BE REFERENCED IN THESE OFFICIAL RULES. PARTICIPANTS ARE PROVIDING INFORMATION ONLY TO THE SPONSOR AND NOT TO ANY SOCIAL MEDIA SITE. ALL PARTICIPANTS RELEASE ANY SOCIAL MEDIA SITE, INDIVIDUALLY, WHICH SPONSOR MAY UTILIZE IN THE GIVEAWAY, ADVERTISEMENT OR OTHER OF THIS GIVEAWAY.

By posting pictures or comments on any Social Media page owned or operated by Sponsor or its agents in connection with the Giveaway, Participant unconditionally agrees that during and upon conclusion of the Giveaway, all such comments, photos, and any other materials posted by the Participant shall be unconditionally assigned to Sponsor for use in any manner it deems fit and the ownership of such materials, whether consisting of copyright, authorship, intellectual property, or otherwise shall be transferred and conveyed to Sponsor as the owner for all purposes and that the Sponsor and its parent companies, affiliates, subsidiaries, agents, and licensees may use such information and materials collected without compensation to the Participant.

12. **OFFICIAL RULES AND RESULTS:** To request a copy of the Official Rules or the name of the Prize recipient(s), send a self-addressed stamped envelope to, NASH Cascadia Verde, LLC 505 South 336th Street, Suite 430, Federal Way, WA 98003, Attn: 2019 Winter Giveaway. Requests must be received within thirty (30) days of the end of the Giveaway Period.
13. **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.tehaleh.com. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
14. **DISPUTES:** By entering, 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, and exclusively by arbitration under the current rules of the American Arbitration Association. Arbitration will take place in Pierce County, State of Washington, 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 Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Washington, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington. Any and all claims, judgments and rewards shall be limited to the actual value of the Prize awarded, and shall expressly exclude any award of attorneys' fees; and under no circumstances will any 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 the actual value of the Prize, and waives any and all rights to have damages multiplied or otherwise increased.
15. **ADDITIONAL DISCLAIMERS:** Nothing herein shall authorize any person to offer to sell, nor solicit offers to buy real estate in the Tehaleh to residents of any jurisdiction where prior qualification is required, unless Tehaleh has been so qualified or an exemption is available. Sponsor is the creator and owner of Tehaleh. Sponsor's responsibility with respect to the Tehaleh 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, are building homes in Tehaleh. Sponsor and its affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents are not co-developing, co-building or a partner or joint venturer with such Builders and are in no way responsible for any obligations or representations of any of the Builders to third-parties and/or home buyers, and shall incur no liability whatsoever nor shall they have any obligations or liability to any home buyer regarding a home purchase from a Builder. 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 its affiliates arising out of their purchase transaction with the Builders. Sponsor has retained Newland solely as the property manager for Tehaleh. NASH has an indirect interest in one of Sponsor's

members. Newland and NASH, their affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents shall have no (i) liability whatsoever with respect to the development of Tehaleh or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising at Tehaleh. Neither Sponsor or its affiliates is a guarantor or party to any of the agreements between the Builders and third parties, including home buyers, and furthermore Newland and NASH 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 Tehaleh.