

Tehaleh's 2019 Tour of Homes Promotion

TERMS & CONDITIONS

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. OPEN ONLY TO LEGAL U.S. RESIDENTS. VOID WHERE PROHIBITED BY LAW. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON AND THE UNITED STATES. LIMIT TWO (2) PREMIUMS PER HOUSEHOLD.

1. **PROMOTION:** **Tehaleh's 2019 Tour of Homes Promotion** (the "**Promotion**") runs from 11:00 a.m. PST to 3:00 p.m. PST on Saturday, May 18, 2019 and Sunday, May 19, 2019 (the "**Promotion Period**") and will take place at 19001 Cascadia Blvd. East, Bonney Lake, WA 98391. Participation in this Promotion is subject to these Tehaleh 2019 Tour of Homes Promotion Terms & Conditions ("**Terms**"). NASH Cascadia Verde, LLC ("**Sponsor**") is conducting the Promotion to market and increase interest in the Tehaleh Community ("**Tehaleh**") and its homebuilders ("**Builders**"). There is no payment or purchase necessary to participate.
2. **ELIGIBILITY:** The Promotion is open only to legal residents of the United States. 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 Promotion apply and are set forth in these Terms.
3. **SPONSOR:** The Promotion 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 Promotion on Sponsor's behalf.
4. **AGREEMENT TO TERMS:** Participation in the Promotion constitutes Participant's full and unconditional agreement to and acceptance of these Terms, 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.
5. **PROMOTION PERIOD:** The Promotion runs from 11:00 a.m. PST to 3:00 p.m. PST on Saturday, May 18, 2019 and Sunday, May 19, 2019.
6. **PREMIUMS:** Sponsor is giving away, while supplies last, T-shirts (individually a "**Premium**" and together, the "**Premiums**") on a "first come, first served" basis. Limit one (1) Premium per participant and limit two (2) Premiums per household while supplies last.

All federal, state, local taxes on Premium value, if applicable, is the sole responsibility of Participant. An IRS form 1099 will be issued if required by law. Premium will be awarded to Participant provided such Premium is still available and such participant has complied fully with these Terms, 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 Premium. A Participant's right to receive Premium is not transferable or

assignable. No substitution, cash redemption or transfer or right to receive Premium is permitted, except at the sole discretion of Sponsor, which reserves the rights to substitute a Premium of equal or greater value. Premiums consist only of items expressly specified in these Terms.

7. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Promotion and/or accepting one of the Premiums, 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 Promotion, and to hold the Released Parties harmless against any and all claims and liability arising from the use of any of the Premiums, (ii) to be bound by these Terms, and the decisions of Sponsor in all regards, which are final in all respects, and (iii) 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 Promotion or use or redemption of any Premiums. 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. Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Terms 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 Promotion or in the announcement of the Premiums.

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 PROMOTION, 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 PROMOTION, 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 PROMOTION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

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

8. **MODIFICATIONS AND TERMINATION OF THE PROMOTION:** Sponsor reserves the right to cancel, suspend, or modify the Promotion or any of these Terms set forth herein (including, but not limited to, the Promotion Period, Premiums, 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 receive a Premium. A Participant's continued participation in the Promotion 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.
9. **SOCIAL MEDIA:** Sponsor may promote, administer and otherwise advertise the Promotion 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 Promotion, 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 Promotion, 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 PROMOTION 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 PROMOTION, ADVERTISEMENT OR OTHER OF THIS PROMOTION.

By posting pictures or comments on any Social Media page owned or operated by Sponsor or its agents in connection with the Promotion, Participant unconditionally agrees that during and upon conclusion of the Promotion, 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.

10. **COPY OF THESE TERMS:** To request a copy of these Terms, send a self-addressed stamped envelope to, NASH Cascadia Verde, LLC 505 South 336th Street, Suite 430, Federal Way, WA 98003, Attn: 2019 Tour of Homes Promotion. Requests must be received within thirty (30) days of the end of the Promotion Period.

11. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Promotion 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.

12. **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.