

**AFFIDAVIT REQUIRED FOR THIS PROMOTION**

**Tehaleh's 2019 National Trails Day Promotion**

TERMS & CONDITIONS

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. OPEN ONLY TO PERSONS AGED 18 YEARS OR OLDER THAT ARE LEGAL RESIDENTS OF THE UNITED STATES. VOID WHERE PROHIBITED BY LAW. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON AND THE UNITED STATES.

1. **PROMOTION:** Tehaleh's 2019 Facebook and Instagram National Trails Day Promotion (the "**Promotion**") begins at 9:00 a.m. PDT on Saturday, June 1, 2019 and ends at 6:00 p.m. PDT on Wednesday, June 5, 2019 (the "**Promotion Period**"). Participation in this Promotion is subject to these 2019 National Trails Day 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**"). To participate in the Promotion and enter for a chance to win one of the Prizes (as described below), eligible individuals (each a "**Participant**") must (1) follow Tehaleh's Facebook or Instagram social media page and keep a lookout for location clues that will be posted thereon; (2) take a "selfie" at or photograph of the location; and (3) post the selfie or photograph on Tehaleh's Facebook or Instagram page. There is no payment or purchase necessary to enter, participate and/or win.
2. **ELIGIBILITY:** The Promotion is open only to legal residents of the United States who are eighteen (18) years of age or older as of the commencement of the Promotion Period. 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. Need not be present to win. 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 336<sup>th</sup> St, Federal Way, WA 98003. Newland, as property manager, is 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 in the sole discretion of Sponsor, and the decisions of Sponsor, which are final and binding in all respects.
5. **PROMOTION PERIOD:** The Promotion begins at 9:00 a.m. PDT on Saturday, June 1, 2019 and ends on Wednesday, June 5, 2019 at 6:00 p.m. PDT.

6. **REGISTRATION:** Individuals may register for the Promotion by following Tehaleh's page on either the Facebook or Instagram social media websites and taking a selfie in the "clue" location, then posting the selfie or location photograph to Facebook or Instagram. Any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise, will disqualify the Participant from the Promotion. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation or otherwise in connection with the Promotion. All questions or disputes regarding eligibility for the Promotion, or award of the Prizes, or a Participant's compliance with these Terms, will be resolved by Sponsor in its sole and absolute discretion.
7. **AWARDING OF PRIZES:** On or about Friday, June 7, 2019 at approximately 9:00 a.m. PDT, Sponsor's agent C+C will select five (5) winners from all eligible entries received (each a "Winner") for one (1) Yeti 20oz rambler (each, a "Prize," and together, the "Prizes"). The verifiable retail value of each Prize is approximately \$30.00. There is no cash substitute. C+C will establish its own aesthetic criteria and select each Winner.

Drawing will be conducted at C+C's offices at 1011 Western Ave, Ste 702, Seattle, WA 98104. Sponsor's decisions are final with respect to all matters relating to this Promotion. Potential Winner may be notified by telephone and/or e-mail, at Sponsor's discretion. Winner is subject to verification. 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 seven (7) days of attempted delivery of same. If 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 Winner fails to complete and return any required affidavit or release, consent form or IRS W-9 form within the specified time period, Winner shall be disqualified and an alternate winner selected from eligible entries received.

An IRS form 1099 will be issued if required by law. Prize will be awarded to Winner provided he or she satisfies Promotion requirements and has complied fully with these Terms, as determined by Sponsor in its sole and absolute discretion. Winner is responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of a Prize. A Participant's right to receive a Prize is not transferable or assignable. No substitution, cash redemption or transfer of right to receive a Prize is permitted, except in the sole discretion of Sponsor, which reserves the right to substitute a Prize with an item of equal or greater value. Prizes consist only of the items expressly specified in these Terms. All expenses or costs associated with the acceptance or use of a Prize that are not expressly specified in these Terms as part of a Prize are the sole responsibility of Winner. 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 registering and entering into the Promotion and/or accepting a Prize, 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 or redemption of a Prize, (ii) to be bound by these Terms, 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, (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 Promotion or use or redemption of a Prize, and (v) that Released Parties do not operate or control in any respect any products, or services provided through third-party vendors or their affiliates. 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 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. By participating in the Promotion, 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 Promotion.

Acceptance of a Prize 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 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.

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, Participant agrees that the liability of Sponsor, if any, shall be limited to the value of a Prize. By participating in this Promotion, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount. 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.

9. **MODIFICATIONS AND TERMINATION OF THE PROMOTION:** Sponsor reserves the right to cancel, suspend, or modify the Promotion or any of its Terms set forth herein (including, but not limited to, the Promotion Period, a Prize and its terms, 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 Promotion constitutes the Participant's acceptance of any changes to these Terms, changes to which will be available at Sponsor's Office: 505 S 336<sup>th</sup> St, Federal Way, WA 98003.
10. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Promotion and the participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any website or undermine the legitimate operation of this Promotion, or conducts activities in a manner inconsistent with these Terms or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of the Prize and its associated benefits, including, without limitation, the return of 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 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 agrees 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; which 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 these Terms.
- By taking part in the Promotion, Participant hereby grants to Social Media site a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that is posted on or through Social Media site may be supported by advertising revenue and may display advertisements and promotions, and Participants hereby agree that Social Media site 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 TERMS. 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 OF THIS PROMOTION.

By posting pictures or comments on any Social Media site account or 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.

12. **TERMS AND RESULTS:** To request a copy of the Terms or the name of the Prize Winners, send a self-addressed stamped envelope to: NASH Cascadia Verde, LLC 505 South 336<sup>th</sup> Street, Suite 430, Federal Way, WA 98003, Attn: 2018 Harvest Day Promotion. Requests must be received within thirty (30) days of the end of the Promotion Period.
13. **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.
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 Promotion 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, Washington, which shall be the appropriate venue for 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 Terms, or the rights and obligations of the Participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether of Washington, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Washington. Any and all claims, judgments and rewards shall be limited to the actual value of the Prize, and shall expressly exclude any award of attorneys' fees and legal costs; 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:** Sponsor, Newland, NASH and their affiliates, are not co-developing, co-building, guarantors of, or otherwise responsible for, nor shall they incur any liability as a result of, any of the obligations or representations made to buyers by any Builder or other third-party. Sponsor's responsibility with respect to Tehaleh is limited to the development of certain infrastructure improvements (e.g., roads, sewer, etc.) and such obligations run solely to persons buying real property directly from Sponsor. Buyers of homes and Builders waive, to the fullest extent allowed under the law, any and all rights, claims, causes of action and other rights whatsoever against Sponsor, Newland, NASH and their affiliates arising out of their purchase of a home or services, respectively, at Tehaleh from Builders or any other third-party. Sponsor may seek to qualify real property located at Tehaleh for offering and sale in those states where prior qualification is required before such interests in out-of-state real property may be offered for sale or lease to its residents. Sponsor has notified Builders of such qualification requirements and it is the obligation of such Builders to comply with any and all federal or state land sales laws as mandated by their contractual relationships with Sponsor and to distribute all required disclosures, including but

not limited to, disclaimers and reports to prospective purchasers prior to or at execution of a contract of sale for real estate.