

AFFIDAVIT REQUIRED FOR THIS PROMOTION

Inspiration 2018 Open House Spree Promotion

TERMS & CONDITIONS

NO ADDITIONAL FEE, PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. MUST BE AGED 18 YEARS OR OLDER AND A LEGAL RESIDENT OF THE U.S. LIMIT ONE ENTRY PER PERSON PER OPEN HOUSE EVENT. VOID WHERE PROHIBITED BY LAW. NEED NOT BE PRESENT TO WIN. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE U.S. AND THE STATE OF COLORADO.

- PROMOTION:** The Inspiration 2018 Open House Spree Promotion (“**Promotion**”) will be held between September 29th, October 6th, and October 13th, 2018 (the “**Promotion Period**”). NASH Inspiration, LLC (“**Sponsor**”) is conducting the Promotion to increase marketing and interest in the Inspiration Community (the “**Community**”) and its homebuilders (“**Builders**”). To participate in the Promotion and enter for a chance to win the Grand Prize (as defined below), a participant (“**Participant**”) must register by legibly completing and submitting an Official Entry Form (“**Form**”) during any of the three Open House events that will be held on September 29th, October 6th and October 13th, 2018, respectively, between 11:00 a.m. and 5:00 p.m. MDT. Forms may be obtained at the Inspiration Welcome Wall: N. Gartrell Rd. & E. Rockinghorse Pkwy, Aurora, CO 80016 (the “**Welcome Wall**”). There is no payment or purchase necessary to enter, participate and/or win. Attendance at a sales presentation is not required to participate. The information collected from Form will be used by Sponsor in its marketing efforts for the Community. Once registered, Participant is eligible for the random drawing (the “**Drawing**”) that will be held following the Promotion Period. Participation in Promotion is subject to these Inspiration 2018 Open House Spree Promotion Terms & Conditions (“**Terms & Conditions**”).
- ELIGIBILITY:** As of the commencement of the respective Promotion Period, Participant must be 18 years of age or older and a legal resident of the U.S. Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC fka Newland Communities, LLC (“**Newland**”), North America Sekisui House, LLC (“**NASH**”), or of any homebuilder active in the Community (“**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 in this Promotion. All questions or disputes regarding eligibility for the Promotion, or award of Grand Prize, or Participant’s compliance with these Terms & Conditions, will be resolved by Sponsor in its sole and absolute discretion. All decisions of Sponsor with respect to the administration of the Promotion are final. No purchase or payment necessary to participate. Limit one winner per household. Void where prohibited. Details and qualifications for participation in this Promotion apply. These details and qualifications are set forth in these Terms & Conditions.

3. **PROMOTION PERIOD:** Promotion shall take place between September 29th and October 13th, 2018.
4. **REGISTRATION:** To participate in the Promotion and enter for a chance to win the Grand Prize Participant must register by legibly completing and submitting Form at the Welcome Wall during one of any of the three Open House events that will be held by Sponsor during the Promotion Period. Open House events will take place between 11:00 a.m. and 5:00 p.m. MDT on September 29th, October 6th and October 13th, 2018 at the Community. Participant may only submit a single Form at any individual Open House event.
5. **SPONSOR:** The Promotion is sponsored by NASH Inspiration, LLC whose business address is N. Gartrell Rd. & E. Rockinghorse Pkwy, Aurora, CO 80016. Sponsor has retained Newland solely as the property manager of the Community. Newland, as property manager, is simply administering the Promotion on behalf of Sponsor.
6. **AGREEMENT TO TERMS & CONDITIONS:** Participation in Promotion constitutes Participant's full and unconditional agreement to and acceptance of these Terms & Conditions and the decisions of Sponsor, which are final and binding in all respects.
7. **GRAND PRIZE AND DRAWING:** The random drawing ("**Drawing**") shall be held at approximately 10:00 a.m. MDT on April 16th, 2018 at Newland's Denver, CO offices. The "**Grand Prize**" consists of one (1) Electra Cruiser Bike. The approximate retail value of the Grand Prize is \$300.00. Neither Sponsor nor Newland, or any of their affiliates, operates or controls in any respect any products, or services provided through third party vendors. There is no cash substitute and there will be no refund provided for any unused portion of Grand Prize's total retail value. All expenses or costs associated with the acceptance or use of Grand Prize that are not specified in these Terms & Conditions are the sole responsibility of Winner.

Sponsor's decisions are final with respect to all matters relating to this Promotion. Participant need not be present to win. Odds of winning depend on number of eligible entries received during Promotion Period. For example, if 100 entries are received the odds of winning are 1:100. In the event Sponsor selects Participant's entries at one of the random drawings, Participant shall be designated as a "**Potential Winner**" before being named the "**Winner**". If Potential Winner is not present at the applicable Drawing, a new Potential Winner will be selected from the remaining eligible entries. Winner is subject to verification. Potential Winner will be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability and IRS W-9 Form within ten (10) days of attempted delivery of same. If Potential Winner fails to complete and return any required affidavit, release, consent form or IRS W-9 form within the specified time period, Potential Winner shall be disqualified and an alternate winner selected from other eligible entries received.

The total aggregate verifiable retail value of Grand Prize is \$300.00. All federal, state, local taxes on Grand Prize value, if applicable, is the sole responsibility of Winner. An IRS form 1099 will be issued if required by law. Grand Prize will be awarded to Winner provided that Winner satisfies Promotion requirements and has fully complied with these Terms & Conditions, as determined by Sponsor in its sole and absolute discretion. Winner's right to

receive Grand Prize is not transferable or assignable. Sponsor reserves the right to substitute a prize of equal or greater value.

8. **RELEASE AND LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Promotion and/or accepting Grand Prize, Participant agrees: (i) to release and hold Sponsor, Newland, NASH, 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 with the use or redemption of Prize, (ii) to be bound by the Terms & Conditions, 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 Promotion’s functioning and/or administration, 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 Promotion or use or redemption of Grand Prize. Acceptance of Grand Prize by Participant constitutes permission for Sponsor, Sponsor’s licensee, or Newland to use Participant's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Terms & 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. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of Promotion.

By participating in 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.

Participant acknowledges and agrees that Sponsor and any party related to Sponsor who may be a member of an affiliate of Newland, NASH and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to Promotion. 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 Promotion. Further, 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.

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 PROMOTION OR INCENTIVES OFFERED THROUGH 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 PROMOTION, 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.

9. **MODIFICATIONS AND TERMINATION OF THE PROMOTION:** Sponsor reserves the right to cancel, suspend, or modify Promotion or any of these Terms & Conditions (including, but not limited to, Promotion Period, Grand Prize and their terms, and any other option made available to Participant) at any time, with or without notice, even though these changes may affect Participant's ability to qualify for or receive Grand Prize. Participant's continued participation in Promotion constitutes their acceptance of any changes to these Terms & Conditions, changes to which will be available at the Welcome Wall: N. Gartrell Rd. & Rockinghorse Pkwy, Aurora, CO 80016.
10. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue Promotion participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any website or undermine the legitimate operation of Promotion, or conducts activities in a manner inconsistent with these Terms & Conditions or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of Grand Prize, including, without limitation, the return of any such Grand 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. **TERMS AND CONDITIONS:** To request a copy of these Terms & Conditions, send a self-addressed stamped envelope to, NASH Inspiration, LLC Welcome Wall, N. Gartrell Rd. & E. Rockinghorse Pkwy, Aurora, CO 80016, Attn: Inspiration 2018 Open House Spree Promotion. Requests must be received within thirty (30) days of the end of the Promotion.
12. **DISPUTES:** By participating in Promotion, Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, Promotion shall be resolved individually, without resort to any form of class action, in the federal or state courts located in Douglas County, Colorado, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. 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 & Conditions, or

the rights and obligations of Participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Colorado, without giving effect to any choice of law or conflict of law rules or provisions (whether Colorado, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Colorado.

13. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Promotion may be used, Participant should read Sponsor's Privacy Policy which is available at www.InspirationColorado.com/privacy-policy. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

14. **SOCIAL MEDIA:** Sponsor may promote, administer and otherwise advertise Promotion on social media outlets such as, but not limited to: Facebook, Google +, Pinterest, Instagram, YouTube and Twitter (collectively, "**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 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; incites violence; or contains nudity or graphic or gratuitous violence.
- 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 Terms & Conditions..
- By taking part in the Promotion, Participant hereby grants to Social Media sites a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that is posted on or through such Social Media sites may be supported by advertising revenue and may display advertisements and promotions, and Participant hereby agrees that Social Media sites 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 & CONDITIONS. PARTICIPANT IS PROVIDING INFORMATION ONLY TO THE SPONSOR AND NOT TO ANY SOCIAL MEDIA SITE. PARTICIPANT RELEASES ANY SOCIAL MEDIA SITE, INDIVIDUALLY, WHICH SPONSOR MAY UTILIZE IN THE PROMOTION OR ADVERTISEMENT OF PROMOTION.

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

15. **ADDITIONAL DISCLAIMERS:** Nothing herein shall authorize any person to offer to sell, or solicit offers to buy real estate in the Community to residents in any jurisdiction where prohibited by law. Sponsor is the creator and owner of the Community and its responsibility with respect to the same 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 (collectively, "**Sponsor Companies**"), are building homes in the Community. Sponsor Companies are not co-developing, co-building or a partner or joint venturer with such Builders. Sponsor and Sponsor Companies are in no way responsible for any obligations or representations of any of the Builders to third parties and/or homebuyers, and Sponsor and Sponsor Companies shall incur no liability whatsoever nor shall it have any obligations or liability to any homebuyer 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 Sponsor Companies arising out of their purchase transaction with the Builders. Sponsor has retained Newland solely as the property manager for the Community. NASH has an indirect interest in one of the members in Sponsor. Newland and NASH shall have no (i) liability whatsoever with respect to the development of the Community or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising in the Community. Sponsor and none of the Sponsor Companies are a guarantor or party to any of the agreements between the Builders and third parties, including homebuyers, 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. Homebuyers shall look solely to the Builders with respect to any claims or issues arising out of their purchase of a home in the Community.