

***Briar Chapel Best Buddy Contest***  
**(“Contest”)**  
**OFFICIAL RULES**

The Briar Chapel Best Buddy Contest is a two-tiered Contest consisting of weekly prizes and a grand prize based upon participating in various activities involving the Briar Chapel Community (“Briar Chapel Community” or “Community”). Subject to the eligibility requirements as set forth in these Official Rules participants may be eligible for weekly prizes and ultimately a grand prize based upon interacting with various points of the Briar Chapel Community’s Internet sites. The grand prize winner will be determined and announced on April 21, 2012, at 5:30 p.m. EDT at the Briar Chapel Information Center during the Earth Day festivities. Participants do not need to be present to win.

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO PARTICIPATE.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF NORTH CAROLINA AND/OR VISITORS OF THE BRIAR CHAPEL COMMUNITY.**

**PARTICIPANTS MUST BE 21 OR OLDER TO PARTICIPATE.**

**VOID WHERE PROHIBITED BY LAW.**

**THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.**

**THE PURPOSE OF THIS CONTEST IS TO PROMOTE AN ENHANCED AWARENESS OF THE BRIAR CHAPEL COMMUNITY AS WELL AS THE SALES OF HOMES IN THE COMMUNITY.**

**HOW TO ENTER:** The Contest begins at 8:00 am Eastern Daylight Time (EDT) on March 2, 2012 and lasts until 5:00 pm EDT on April 15, 2012 (“Contest Period”). Entry Forms are available during this Contest Period at the Briar Chapel Community Information Center or online at [www.briarchapelnc.com/BLOG](http://www.briarchapelnc.com/BLOG). Entry Forms obtained at the Briar Chapel Information Center must be deposited at the Information Center. Official Rules are available at the Briar Chapel Information Center or online at [www.briarchapelnc.com/BLOG](http://www.briarchapelnc.com/BLOG). The Contest is conducted on behalf of Sponsor: NNP-Briar Chapel, LLC, Chapel Hill, North Carolina. Sponsor may suspend, modify, or cancel the Briar Chapel Best Buddy Contest at any time in its sole discretion; however, Sponsor intends to award all prizes to the winning participants.

Only those persons who have read the rules of the Contest (“Official Rules”) and acknowledge having done so shall be considered “Participants” of the Briar Chapel Best Buddy Contest. Only one entry may be made per household. Multiple entries submitted by a Participant in an attempt to qualify for prizes, or any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise will disqualify that Participant.

To enter, all Participants must officially register and accept the Terms and Conditions on the Briar Chapel Community Website or at the Briar Chapel Information Center. At a minimum, Participants will be required to provide their name and e-mail address to enter the Contest. Participants will also be required to provide Sponsor with a Facebook tag or Twitter handle to be identified in order to receive points as described below. Sponsor may require the winners to provide proof that they are the authorized account holder that is associated with the winning entry.

Many of the tasks necessary to earn points towards the weekly prizes and the grand prize will take place through actions by Contest Participants online. There will also be opportunities to earn points otherwise; however, access to the Internet and email will be necessary in order to earn the maximum number of points available. Winners of the weekly prizes and the grand prize will be determined by the Participant having the most points earned during the applicable period. Sponsor reserves the right to change the applicable period for weekly prizes from time to time or for the grand prize, in its sole discretion. In the event more than one Participant earns the same highest number of points, then the winner will be selected by a random drawing of the name of one of such Participants who earn the highest points from all those tied. The Contest and its prizes are discussed in detail below.

## 1. THE CONTEST AND ITS PRIZES:

### **A. The Contest – Participation, Activity and Points**

Participation: Only those Participants who have completed the registration form and submitted it as directed will have the opportunity to participate in the Contest. During the term of this Contest, the Sponsor, through its home page [www.briarchapelnc.com](http://www.briarchapelnc.com) or its blog located at [www.briarchapelnc.com/BLOG](http://www.briarchapelnc.com/BLOG) will direct Participants on a weekly basis to engage in certain activities. These activities will involve visits to the Briar Chapel Community, visits to the Briar Chapel Community Website, and/or visits to a model home in the Briar Chapel Community. Once the directed activity is complete, Participants will make posts, enter comments, upload photos and/or videos and engage in other activities through various social media networks or otherwise as specified by the Sponsor in order to earn points. To earn points, the weekly activities must be completed every Sunday by 11:59 pm EDT. Points will be allocated by the Sponsor to Participants based on the level of each online activity within specific categories, as defined below. The Sponsor has predetermined the points to allocate for each participating activity and the points will not be arbitrarily assigned. However, there will be weekly activities that will be selected from time to time by Sponsor for individuals to earn points not solely from online activities which will provide an opportunity for persons who are not actively involved online to earn points. To earn the maximum number of points, engaging in activities both online and in person will be required.

There are multiple social media networks that Participants can use to obtain points. Representatives of the Sponsor will monitor the social media networks and will allocate points based upon the Participants interaction. Weekly, each Participant can earn a maximum of fifty (50) points. If a Participant conducts additional activities beyond those which award the first fifty (50) points, they will neither earn additional points nor will the points transfer to the following week. Throughout the duration of the Contest, the Sponsor reserves the right to introduce additional activities for Participants to earn bonus points which are in addition to the accumulated points. Participants will not be individually notified of bonus point opportunities and must refer to the Briar Chapel blog or Website or obtain information from the Briar Chapel Information Center to find out about such opportunities. Once the Sponsor tallies the weekly points, Participants will be notified at the e-mail address they provide of the total points they have accumulated and the weekly prize winners will also be posted at the Briar Chapel Information Center.

Below is a description of the social media outlets and the activities that are currently recognized to earn points:

- i. **Facebook** – Representatives of the Sponsor will monitor the Briar Chapel Community Facebook page and allocate points for the Contest to Participants. The Briar Chapel Community Facebook page can be found at <https://www.facebook.com/BriarChapelNC>. Participants shall read the Official Rules and register for the Contest. There is no activity to be conducted by a Participant on the Briar Chapel Community Facebook page that constitutes a registration or entry method into the Briar Chapel Best Buddy Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the Information Center and will not be available through the Facebook page. The Briar Chapel Best Buddy Contest is not sponsored, endorsed, administered by, or associated with Facebook or any other social media site that may be referenced in these terms and conditions. Participants are only providing information to NNP- Briar Chapel, LLC and not to Facebook.

All postings, comments, uploads shall be identifiable to the Participant. The following are activities that are recognized to be performed on the Briar Chapel Community’s Facebook Page with a designation of the number of points that can be earned for engaging in each activity.

Points Allocated	Participant’s Facebook Activity
10 Points	Participant uploads a photo of himself/herself in a model home in the Briar Chapel Community on the Briar Chapel Community’s Facebook Page and mentions the builder of the model home and their favorite feature

Points Allocated	Participant's Facebook Activity
	about the model home.
5 points	Participant "likes" the Briar Chapel Community Facebook Page.
5 points	Participant uploads a video to the Briar Chapel Community Facebook Page. The video must relate to the Briar Chapel Community and its lifestyle and mission or green living. One (1) additional point will be given for each person who is tagged in the video.
4 points	Participants will upload photos to the Briar Chapel Community Facebook Page. The photos must relate to the Briar Chapel Community and its lifestyle and mission or green living. One (1) additional point will be given for each person who is tagged in the photo.
3 points	Participant shares a link on the Briar Chapel Community Facebook page. Links must be related to the Briar Chapel Community and its lifestyle and mission or green living. One (1) additional point will be given for each person that is tagged in the link.
2 points	Participant posts on the Briar Chapel Community Facebook page. Points can only be earned for two (2) posts per day. One (1) additional point will be given for each person who is tagged in the post.
1 point	Participant comments on a Briar Chapel Community Facebook post.
1 point	Participant likes a Briar Chapel Community Facebook post.

- ii. Twitter** – Representatives of the Sponsor will monitor the Briar Chapel Community Twitter account and allocate points for the Contest to Participants. Participants shall read the Official Rules and register for the Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the Information Center. All postings, comments, uploads shall be identifiable to the participant by using a specified hashtag – “#BCBestBuddy”. The following are activities that are recognized to be performed on Twitter with a designation of the number of points that can be earned for each activity.

Points Allocated	Participant's Twitter Activity
5 points	Participant follows the Briar Chapel Community on Twitter.
5 points	Participant hashtags @briarchapelnc for #FF (Follow Friday). One (1) additional point is given for each ReTweet("RT")
3 points	Participant uses Twitpic or other photo-sharing device to share a Briar Chapel Community or Best Buddy Contest related photo.
2 points	Participants tweet @briarchapelnc. One (1) additional point is given for each person tagged as well as for each RT.
1 point	Participant RT @briarchapelnc tweet.

**iii. YouTube** – Representatives of the Sponsor will monitor the Briar Chapel Community Facebook page and Twitter account and allocate points for the Contest to Participants for uploading videos. Participants should make sure that they have read the Official Rules and acknowledge having done so by registering for the Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the information center and will not be available through YouTube. Prior to uploading a video on YouTube, Participants shall read the Official Rules and register for the Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the Information Center. To qualify for points for posting a YouTube video, all videos should be uploaded to YouTube with the following tag: "Briar Chapel Best Buddy Contest". Video should then be linked via a Facebook post to the Briar Chapel Community Facebook page. The following are activities that are recognized to be performed on YouTube with a designation of the number of points that can be earned for each uploaded video.

Points Allocated	Participant's YouTube Activity
25 points	Participant uploads an original video. In order to be eligible, "Briar Chapel Best Buddy" must clearly be in the title. One (1) additional point will be given for each view. One (1) additional point will be given for each "like". Two (2) additional points will be given for each comment.
5 points	Participant subscribes to the Briar Chapel Community on YouTube.

- iv. Blogs** – Participants can earn points for making blog posts on their personal blog. Prior to posting a blog, Participants shall read the Official Rules and register for the Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the Information Center. To qualify for points for posting a blog about Briar Chapel, all blogs should be linked via a Facebook post to the Briar Chapel Community Facebook page or Participants can send a tweet to the Briar Chapel team referencing the blog post. Comments should also include specified hashtag (#BCBestBuddy).

Points Allocated	Participant’s Blog Activity
15 points	Participant creates a blog post on their personal blog for “Why I am Briar Chapel’s Best Buddy.” One (1) additional point is given for each comment.
1 point	Participant comments on Briar Chapel blog entry.

- v. Pinterest** – Participants can earn points for making posts on Pinterest. Prior to pinning, Participants should make sure that they have read the Official Rules and acknowledge having done so by registering for the Contest. Registration for the Contest will only be available through the Briar Chapel Community blog, Website, or through the Information Center and will not be available through Pinterest. All pins on a board shall be identifiable to the Participant and also include the specified hashtag (#BCBestBuddy). The following are activities that are recognized to be performed on Pinterest with a designation of the number of points that can be earned for engaging in each activity.

Points Allocated	Participant’s Pinterest Activity
2 points	Participant uploads a photo of a Briar Chapel home, amenity or green feature. The name “Briar Chapel” must appear in the title.
1 point	Participant repins a Briar Chapel photo.
1 point	Participant “likes” a Briar Chapel photo.

- vi. FourSquare** - To qualify for points for attending an event at Briar Chapel, all Participants should first confirm they are active on FourSquare and have the ability to “check in” on FourSquare. While at an event in the Briar Chapel Community, all Participants will be asked to “check in” on FourSquare, Tweet about being at the event as well as write a note on the Briar Chapel Community Facebook page about being at the event. Tweets and Facebook comments should include the Facebook/Twitter handle @BriarChapel, and

also include specified hashtag (# BCBestBuddy). All participants must have read the Official Rules and acknowledged having done so.

Points Allocated	Participant’s FourSquare Activity
10 points	Check-in at one of the designated Briar Chapel check-in places.

**vii. Green Community Activities** –The Sponsor promotes the concept of a Green Community and has joined efforts with local vendors to increase awareness of sustainability. The Sponsor has recognized the following categories of activities to obtain points.

Points Allocated	Participant’s Activity
Up to 30 points	Fanfare: anything a participant does that is deemed “fanfare worthy” at the discretion of the Briar Chapel team. Fanfare will be judged based on the quality and creativity of the content.
2 points	“The Integration Factor”: Cross platform posts on Briar Chapel Facebook page (i.e. Fan creates a YouTube video and then posts a link to the video on the Briar Chapel Facebook page; these points will be rewarded in addition to points for the post.)
1 point	Participant likes the Abundance Foundation on Facebook
1 point	Participant likes the Triangle Off-Road Cyclist (TORC) page on Facebook
1 point	Participant follows the Abundance Foundation on Twitter.

The third party entities listed above are not related to the Sponsor, the Contest, or the determination of the Official Rules. The entities listed above are not representatives of the Sponsor and do not judge the points that are allocated to individual Participants.

**viii. Other – Offline Activities-** On a weekly basis, Sponsor will post at its Website and at the Briar Chapel Information Center additional activities which may be undertaken to earn points without going online. Participants should look for these additional opportunities on a regular basis.

## **B. The Weekly Prizes:**

WEEKLY PRIZES: At the end of each week, Sponsor will award a Weekly Prize to the Participant with the greatest number of points earned in the preceding week. In the event the highest number of points earned is by attained by more than one person the winner that week will be selected by a random drawing of a winner from a drawing among all persons who received the highest number of points. The Sponsor's decision is final with respect to all matters relating to the Contest.

Weekly Prize winners will receive one gift card for gas, a local vendor, or a local restaurant ("Weekly Prize"). The actual retail value of each weekly gift card to be awarded is \$25.00. One gift card will be awarded per week during the duration of the Contest. Throughout the Contest Period, a total of six (6) gift cards will be awarded. The odds of receiving a gift card depend on the points you have accumulated each week. The Participant with the highest accumulated number of points for that week will receive the Weekly Prize. In the event of multiple Participants with the same highest number of points, the chances of winning will be one divided by the total number of such highest point attaining Participants. All federal, state, local taxes on prize value, if applicable, are the sole responsibility of the winner. An IRS form 1099 will be issued if required by law. No substitution, cash redemption or transfer of right to receive prize permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. The 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 prize are the responsibility of the winner.

## **C. The Grand Prize:**

THE GRAND PRIZE: All Participants in the Contest will be eligible to win a Buddy Scooter ("Grand Prize"). To be eligible to enter to win the Grand Prize, Participants must have registered and accepted the Terms and Conditions and earned at least one (1) point during the Contest period. Participants who register at the Briar Chapel Information Center will obtain one (1) entry for the Grand Prize. However, the opportunity to win the Grand Prize increases with participation and the accumulation of points. The Participant with the greatest number of accumulated points on the last day of the Contest Period will be the winner of the Grand Prize. In the event the highest number of points earned is by attained by more than one person the Grand Prize winner will be selected by a random drawing of the winner from a drawing among all persons who received the highest number of points. The Grand Prize winner will be determined and announced on April 21, 2012 at 5:30 p.m. at the Briar Chapel Information Center. Participant does not need to be present to win. The Sponsor's decision is final with respect to all matters relating to the Contest.

The actual retail value of the Grand Prize is \$2,200.00. Only one (1) Grand Prize will be awarded at the completion of the Contest. The Participant with the highest accumulated number of points at the end of the Contest Period will receive the Grand Prize. The odds of winning the Grand Prize depend on the total points you have accumulated during the Contest Period. In the event of multiple Participants with the same highest number of points, the chances of winning will be one divided by the total number of such highest point attaining Participants. All federal, state, local taxes on prize value, if applicable, are the sole responsibility of winner. An IRS form 1099 will be issued if required by law. No substitution, cash redemption or transfer of right to receive prize permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. The 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 prize are the responsibility of the winner.

2. **ELIGIBILITY:** This Contest is open only to legal residents of the State of North Carolina and/or visitors of the Briar Chapel Community. Participants must be 21 years of age or older as of the date of entry. Employees, contractors, or agents of NNP- Briar Chapel, LLC (“Sponsor”), Newland Real Estate Group LLC (“Newland”), or of any builders of homes in the Briar Chapel Community, or any of their parent companies, affiliates and, subsidiaries, or agents and domestic partners and members of the immediate families of such employees, contractors or agents, are not eligible to participate. Void where prohibited by law.
3. **POINTS EARNED AND/OR RANDOM DRAWING:** Odds of winning are set forth above and depend on the points earned, the number of eligible entries received and/or the number of Participants earning the same highest number of points over the applicable assessment period. Winner is subject to verification. Potential winners will be required to complete and return to Sponsor an IRS Form W-9 and an Affidavit of Eligibility/Release of Liability/Publicity Release within seven (7) days. If a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner will be disqualified and an alternate winner selected. Potential winner may be notified by mail, telephone and/or e-mail, at Sponsor's discretion.
4. **GENERAL RULES:** All applicable federal, state and local laws and regulations apply. By participating in the Contest and/or accepting a prize, each Participant agrees to release and hold Sponsor, Newland, all builders in the Briar Chapel Community and each of their affiliates, subsidiaries, parent companies and agents, and each of their directors, officers, employees, successors, and assigns (“Released Parties”), harmless from and against any and all claims and liability arising out of participation in the Contest or use of any Prize, specifically including, without limitation, any claims, injuries, demands or liability arising out of Participant's entry onto or activities conducted at the Briar Chapel Community or elsewhere in connection with the Contest. Participant assumes all liability for

any injury or damage caused, or claimed to be caused, by participation in this Contest, activities conducted at the Briar Chapel Community, or use or redemption of any prize. **By participating in this Contest, Participants agree to be bound by the Official Rules and the decisions of Sponsor which are final and binding in all respects.** 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.

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 CONTEST OR PRIZES OFFERED THROUGH THE CONTEST, 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 CONTEST, 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 PROGRAM INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Participant further acknowledges and agrees that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of the prize or the transmission or use thereof.

In the event of any claim, demand, cause of action or other potential liability of Sponsor to any Participant hereunder, Participants agree that the liability of Sponsor, if any, shall be capped at the actual retail value of the Grand Prize or \$2,200.00. By entering into the Contest, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

By participating in the Contest, 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 that may result relating to the submission, collection, and monitoring of the entries.

Sponsor shall not be held responsible if there is interruption or unavailability due to Internet connectivity, or any malfunction relating to computer hardware or software. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in, or accessing, uploading, or downloading information in connection with this promotion, whether Sponsor's own site or the sites of others where Sponsor may direct Participants to interact. Such use is at your own risk and you assume all liability therefrom. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

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 this Contest. Sponsor is not responsible for any liability or damage due to Participants inability to post or any technical malfunctions. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

Acceptance of the Official Rules constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use winners' names and/or videos, posts, blogs and 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.

By posting comments, picture, blogs, videos on the various sites utilized under this program and participating in the contest, Participants unconditionally agree that during and upon conclusion of the Contest, all such postings, comments, photos, videos and any other materials posted by the participant shall be unconditionally assigned to NNP- Briar Chapel, LLC for use in any manner it deems fits and the ownership of such materials, whether consisting of copyright, authorship, intellectual property or otherwise shall be transferred and conveyed to NNP- Briar Chapel, LLC 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.

Participation does not give Participants any rights unto the copyrights, service marks, trademarks or other intellectual property of Sponsor.

The Sponsor shall have the ability to but is not required to monitor and remove posts in its sole discretion. Sponsor has the right and ability to monitor all social

media for inappropriate/negative postings, comments, photos, or videos, or any other item which may portray Sponsor in a negative light. Upon discovery of any inappropriate or negative material, the Sponsor will take appropriate action, which may include the removal of the Participants posting as well as disallowing the Participant from being eligible for the Weekly Prize or the Grand Prize.

In its sole discretion, the Sponsor may cancel, or suspend the Contest if the Contest is compromised by virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Sponsor which in Sponsor's opinion are impair the administration of the Contest.

5. **MODIFICATIONS AND TERMINATION OF THE CONTEST:** Sponsor reserves the right to cancel, suspend, or modify the Contest or any of its Official Rules set forth herein (including, but not limited to, the Contest Period, Prizes and their 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 Prizes. A Participant's continued participation in the Contest constitutes the Participant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Website at [www.BriarChapelNC.com](http://www.BriarChapelNC.com) and the Briar Chapel Information Center.
6. **SAFETY:** We endeavor to keep our Briar Chapel Community Facebook page and other links we make available to Participants safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:
  - a. You will not send or otherwise post unauthorized commercial communications (such as SPAM) on any social media sites.
  - b. You will not collect users' content or information, or otherwise access any social media sites, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
  - c. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on any social media sites.
  - d. You will not upload viruses or other malicious code.
  - e. You will not solicit login information or access an account belonging to someone else.
  - f. You will not bully, intimidate, or harass any user.
  - g. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
  - h. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
  - i. You will not use any social media site to do anything unlawful, misleading, malicious, or discriminatory.
  - j. You 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.
  - k. You will not facilitate or encourage any violations of this section of the Official Rules.

7. **PROTECTING OTHER PEOPLE'S RIGHTS:** We respect other people's rights, and expect you to do the same. By agreeing to the Terms and Conditions of the Contest, you also agree that:
  - a. You will not post content or take any action on our site or any social media site that infringes or violates someone else's rights or otherwise violates the law.
  - b. We can remove any content or information you post on any of our sites if we believe that it violates our policies. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
  - c. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
  - d. You will not use our copyrights or trademarks (or those of others) or any confusingly similar marks, without our written permission.
  - e. If you collect information from users, you will: obtain their consent, make it clear you (and not the Briar Chapel Community or NNP- Briar Chapel, LLC), are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
  - f. You will not post anyone's identification documents or sensitive financial information on any of our Websites or any social media sites.
8. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Contest participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any Website or undermine the legitimate operation of this Contest, 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 all Prizes and their associated benefits, including without limitation the return of any Prizes 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.**
9. **DISPUTES:** By entering, each entrant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest 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 Orange County, State of North Carolina, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each entrant 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of North Carolina, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any and all claims, judgments and rewards shall be limited to the actual value of the Grand 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 Grand Prize, and waives any and all rights to have damages multiplied or otherwise increased.

10. **OFFICIAL RULES AND RESULTS:** To request a copy of the Official Rules or the name of the winner(s) send a self-addressed, stamped envelope to Briar Chapel, 16 Windy Knoll Circle, Chapel Hill, NC 27516. Requests must be received within thirty (30) days after the end of the Contest Period.
11. **PERSONAL INFORMATION:** To learn how personal information collected in connection with the Contest may be used, individuals should read Sponsor's Privacy Policy which is available at [www.BriarChapelNC.com](http://www.BriarChapelNC.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
12. **SPONSOR:** NNP- Briar Chapel, LLC, Chapel Hill, North Carolina.
13. **DISCLAIMERS:** Homes in the Briar Chapel Community are constructed and sold by builders not affiliated with Sponsor or Newland. Newland and Sponsor do not guarantee or warrant the obligations of, or construction by, such builders, or the availability, or pricing of homes.

Nothing herein shall authorize any person to offer to sell real estate in the Briar Chapel community to, or to solicit offers to buy from, residents of Connecticut, Florida, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law.