

## **Reed's Crossing Fandango Gift Card Promotion**

### OFFICIAL RULES

**PROMOTION:** The **Reed's Crossing Fandango Gift Card Promotion** (the "**Promotion**") will run from 11:00 AM on August 22, 2020 through 5:00 PM on October 31, 2020 (the "**Promotional Period**"). During the Promotional Period, and as set forth in further detail below, individuals may receive one \$25 Fandango Gift Card from GLC-South Hillsboro, LLC ("**Sponsor**") by scheduling an online appointment and visiting the Reed's Crossing (the "**Community**") Welcome Center located at: 7392 SE Chinkapin Dr., Hillsboro, OR 97123 (the "**Welcome Center**"). Sponsor is conducting the Promotion to promote the Community and the homebuilders that are active therein ("**Builders**"). Participation in the Promotion is subject to these Reed's Crossing Fandango Gift Card Promotion Official Rules ("**Official Rules**"). There is no payment or purchase necessary to participate and/or win. Void where prohibited by law.

**ELIGIBILITY:** Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC ("**Newland**"), or of any Builders 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. All questions or disputes regarding eligibility for the Promotion, or award of Tickets (as defined below), or Registrant's compliance with these Official Rules will be resolved by Sponsor in its sole and absolute discretion. Sponsor has mailing address at: 7392 SE Chinkapin Dr., Hillsboro, OR 97123. Newland, as property manager of the Community, is administering the Promotion on behalf of Sponsor.

**AGREEMENT TO OFFICIAL RULES:** Participation in the Promotion constitutes a Registrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

**REGISTRATION AND GIFT CARD:** To participate in the Promotion and receive one (1) Fandango Gift Card (the "**Gift Card**"), a Registrant, aged 18 years or older, must schedule an online appointment and visit the Welcome Center to complete an entry form (the "**Form**"). Upon completion of the Form the Registrant will receive the \$25 Fandango Gift Card.

The verifiable value of the gift card is (\$25.00) U.S. Dollars. The Gift Card is subject to the issuer's terms and conditions, which may include expiration dates and other service fees. The Gift Card is valid for use online for movie rentals, at <https://www.fandangonow.com/> only. Any effort by a Registrant to misrepresent himself or herself through the use of aliases or any incorrect or inaccurate information supplied by any Registrant during participation in the Promotion will disqualify such Registrant from receiving the Gift Card. Limit of one Gift Card per family. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Registrant during participation or otherwise in connection with the Promotion. Neither Sponsor nor Newland, or any of their affiliates, operates or controls in any respect any products or services, including the Gift Card, provided through, or purchased from, any third-party vendor. The Gift Card is not redeemable for cash. Sponsor reserves the right to replace the Gift Card with some other prize or award in its sole and absolute discretion. All federal, state, local taxes relating to value of the Gift Card, if applicable, are the sole responsibility of Registrant. All expenses or costs associated with the acceptance or use of the Gift Card that is not expressly specified in these Official Rules are the responsibility of Registrant.

**RELEASE AND LIMITATIONS OF LIABILITY:** By registering and entering into the Promotion and/or accepting the Gift Card, each Registrant agrees: (i) to release and hold Sponsor, Newland, 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 the Gift Card, (ii) to be bound by these 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 Sponsor, Newland and/or Builders are not responsible and do not assume liability for any injury, liability, losses, claims, lawsuits, or damages caused or claimed to arise in any way, by participation in this Promotion or use or redemption of the Gift Card. Acceptance of the Gift Card by a Registrant constitutes permission for Sponsor, Sponsor's licensee, or Newland to use Registrant's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law.

Registrant acknowledges and agrees that Sponsor and any party related to Sponsor who may be a member of an affiliate of Newland, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to this Promotion. In the event of any claim, demand, cause of action or other potential liability of Sponsor to any Registrant hereunder that is actionable despite the release, other than with respect to the obligation to award the Gift Card as described above, Registrant agrees that the liability of Sponsor, if any, shall be limited to no more than Twenty and No/100 U.S. Dollars (\$20.00). By participating in the Promotion, Registrant hereby agrees to waive any and all claims, demands and causes of action in excess of said amount. By entering, each Registrant 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, in the federal or state courts located in Washington County, Oregon, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each Registrant 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 Registrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Oregon, without giving effect to any choice of law or conflict of law rules or provisions (whether the Oregon, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Oregon.

**MODIFICATIONS AND TERMINATION OF THE PROMOTION:** Sponsor reserves the right to cancel, suspend, or modify the Promotion or any of its Official Rules set forth herein at any time, with or without notice, even though these changes may affect a Registrant's ability to qualify for or receive the Gift Card. A Registrant's continued participation in the Promotion constitutes the Registrant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Welcome Center. To request a copy of the Official Rules, send a self-addressed stamped envelope to, GLC-South Hillsboro, LLC, 7392 SE Chinkapin Dr., Hillsboro, OR 97123, Attn: Gift Card Promotion. Requests must be received within thirty (30) days of the end of the Promotional Period.

**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.reedscrossing.com](http://www.reedscrossing.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

**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**"). While Sponsor endeavors to make its Social Media sites available to all Registrants and to the general public, it makes no guarantee as to the content or safety of its Social Media pages. By participating in the Promotion, Registrant agrees to abide by the terms and conditions of each Social Media pages, respectively, and further agrees that:

- Registrant will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media pages.
- Registrant will not collect users' content or information, or otherwise make any unauthorized access to a Social Media pages using automated means (such as harvesting bots, robots, spiders, or scrapers).
- Registrant will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any Social Media sites.
- Registrant will not upload viruses or other malicious code.
- Registrant will not solicit login information or make any unauthorized access to another user's Social Media account.
- Registrant will not bully, intimidate, or harass any user.
- Registrant will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- Registrant will not use any Social Media pages to do anything unlawful, misleading, malicious, or discriminatory.
- Registrant will not do anything that could disable, overburden, or impair the proper working of any Social Media pages, such as a denial of service attack.
- Registrant will not facilitate or encourage any violations of this section of the Official Rules.
- By taking part in the Promotion, Registrant hereby grants to Social Media providers 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 Registrants hereby agree that Social Media providers may place such advertising and promotions on, about, or in conjunction with Registrant's statement and/or photo(s). The manner, mode and extent of such advertising and promotions are subject to change without specific notice to Registrant.

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. REGISTRANTS ARE PROVIDING INFORMATION ONLY TO THE SPONSOR AND NOT TO ANY SOCIAL MEDIA SITE. ALL REGISTRANTS 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 pages owned or operated by Sponsor or its agents in connection with the Promotion, Registrant unconditionally agrees that during and upon conclusion of the Promotion, all such comments, photos, and any other materials posted by the Registrant 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 Registrant.

**ADDITIONAL DISCLAIMERS:** Sponsor is the creator and owner of the Community. Sponsor's responsibility with respect to the Community is limited to the development of certain infrastructure improvements (e.g., roads, sewer, etc.), which are complete, and such obligations run solely to persons buying property directly from Sponsor. Builders, unaffiliated with Sponsor or its affiliates (collectively, "**Affiliates**"), are building homes in the Community. Sponsor and Affiliates are not co-developing, co-building or a partner or joint venturer with such Builders. Sponsor and Affiliates are in no way responsible for any obligations or representations of any of the Builders to third parties and/or homebuyers, and Sponsor and Affiliates shall incur no liability whatsoever nor

shall it 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 Affiliates arising out of their purchase transaction with the Builders. Sponsor has retained Newland solely as the property manager for the Community. North America Sekisui House, LLC (“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 at the Community. Neither Sponsor or Affiliates is 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. This is not an offer to sell or a solicitation of offers to buy real estate in the Community to residents of any jurisdiction where prior qualification is required, unless the Community has been so qualified or an applicable exemption is available.