

**REAL-TOUR REWARDS PROGRAM
BEXLEY & WATERSET
2019-20 OFFICIAL ENROLLMENT FORM**
After reading, please scan this completed signature page and email to:
hcolameta@newlandco.com

First Name: _____ Last Name: _____
E-mail: _____ Broker's Name: _____
Address: _____ State: _____
City: _____ Zip Code: _____
Phone: _____ Realty Office: _____

I accept and hereby acknowledge and agree that:

a. I have read all of the TERMS AND CONDITIONS for the Real Tour Rewards Program ("TERMS AND CONDITIONS") understand them and agree to be bound by them.

b. Failure to abide by the TERMS AND CONDITIONS, as may be amended from time to time, as well as with any conditions that may be posted upon the Sponsors' Websites, will result in termination of my membership and revocation of any and all Profit Points or Premiums that I may have earned pursuant to my participation in the Program.

c. Unless there are any material changes in the TERMS AND CONDITIONS or any conditions posted upon the Sponsors' Websites, notice of which will be posted upon the Sponsors' Websites, my acknowledgement and agreement to accept these TERMS AND CONDITIONS shall continue for so long as this Program or any such subsequent program shall be in effect. Unless an opt-out notice is received by Sponsors from me at one of the Sponsors' Websites within thirty (30) days after such posting of a notice of a material change to this Program or any such subsequent program, then I shall be deemed to have accepted such material change and to have elected to continue as a Participant in the Program or any such subsequent program.

d. As a condition for enrollment in the Program, I hereby grant to Sponsors, their advertising and promotion agencies, and each of their parent companies, subsidiaries and affiliates, and each of their assigns, designees and licensees, without limitation, the absolute right and permission to use my name, address, likeness, photograph, voice, or biographical information in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of my name, address, likeness, voice, or opinions.

Name

Signature

Date

**REAL-TOUR REWARDS PROGRAM
BEXLEY & WATERSET
TERMS AND CONDITIONS 2019-20
Revised 9/10/2019**

PLEASE READ CAREFULLY

By participating in the Real-Tour Rewards Program (the “Program”), you acknowledge that you have read all of these TERMS AND CONDITIONS, understand them, and agree to be bound by them.

Failure to abide by these TERMS AND CONDITIONS will result in termination of your participation and/or the forfeit of any profits and premiums awarded by Sponsors.

1. **ELIGIBILITY:** The Program is sponsored by NNP-Bexley and NNP Southbend II, LLC (together, the “**Sponsors**”) and is open only to persons legal U.S. residents aged eighteen (18) years or older licensed as salespersons or brokers in the state of Florida as of the date the Program Period (as defined below) begins (“**Real Estate Professionals**”). Employees, contractors, or agents of Sponsors or Newland Real Estate Group, LLC, or its affiliated companies (collectively “**Newland**”), as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees, contractors and/or agents, are not eligible to participate.

2. **PROGRAM PERIOD:** The Program begins at 12:00 a.m. Eastern Daylight Time (“**EDT**”) on October 1, 2019, and ends at 6:00 p.m. EDT on September 30, 2020. (“**Program Period**”).

3. **PROGRAM ENROLLMENT:** Subject to further requirements set forth in this paragraph, Real Estate Professionals may enroll in the Program by: (1) going to the Real-Tour Rewards Facebook page and downloading the official enrollment form, completing it in full, signing it, and returning the form to Sponsors at the Waterset Welcome Center located at: 7012 Sail View Ln. Apollo Beach, FL 33572, Bexley located at: 16950 Vibrant Way, Land O’Lakes, FL 34638 or by scanning and emailing the enrollment form to: hcolameta@newlandco.com. In all cases, enrollment will not be allowed unless such Real Estate Professional agrees to these Terms and Conditions by signing the enrollment form. In addition, all required information must be supplied. Real Estate Professionals may enroll at any time during the Program Period. Successful enrollment also requires that the Real Estate Professional (i) deliver to Sponsors a fully executed W-9 and (ii) that the agency/broker with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Real Estate Professional (“**Participant’s Broker/Agency**”) acknowledges and agrees in writing to such Real Estate Professional’s participation in the Program (“**Consent to Participate**”). The Consent to Participate and the W-9 must be delivered to Sponsors at either of the Welcome Centers described above as soon as possible, but in no event later than the time when Profit Points (defined below) are redeemed for a Premium (defined below). Each Real Estate Professional who successfully enrolls in the Program (a “**Participant**”) may enroll one time only, whether as an individual or as part of a Validated Team (as defined below). Multiple enrollment forms submitted by a Participant, or any effort by a registrant to misrepresent himself or herself through

the use of aliases or otherwise, will result in termination of Participant from the Program. Sponsors are not responsible for any incorrect or inaccurate information supplied by any Participant during participation in or otherwise in connection with the Program. All questions or disputes regarding eligibility for the Program, earning or award of Profit Points (as described below), or a Participant's compliance with these Terms and Conditions, will be resolved by Sponsors in their sole discretion. All mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Sponsors are not responsible for: (a) any computer, telephone, cable, network, satellite, electronic or internet hardware or software malfunctions, failures, connections, or availability, (b) garbled or jumbled transmissions, (c) service provider/internet/web site/use net accessibility or availability, or traffic congestion, (d) unauthorized human intervention, and/or (e) the incorrect or inaccurate capture of entry information or the failure to capture any such information.

4. ACCEPTANCE OF TERMS AND CONDITIONS: Unless there are any material changes in these Terms and Conditions or any conditions posted at Real-Tour Rewards Facebook page, notice of which will be posted online, Participant acknowledges and agrees that his/her acceptance of these Terms and Conditions shall continue for so long as this Program or any such subsequent program shall be in effect. Unless an opt-out notice is received by Sponsors from Participant at this website within thirty (30) days after such posting of a notice of a material change to this Program or any such subsequent program, then Participant shall be deemed to have accepted such material change and to have elected to continue as a Participant in this Program or any such subsequent program.

5. WARRANTIES AND REPRESENTATIONS: By enrolling in the Program, Participant hereby warrants and represents that: (a) Participant will fully and timely disclose his or her participation in the Program to any client Participant represents, or to any party to a real estate transaction in which the Participant is involved, now or in the future (for as long as Participant participates in the Program), and will provide such client and/or party a copy of these Terms and Conditions; (b) Participant's participation in the Program does not and will not violate any policies or conditions, or the provisions of any agreement, applicable to the relationship (agency or otherwise) between Participant and any client Participant represents or will represent during participation in the Program; (c) Participant has obtained the consent of Participant's Broker/Agency and such Consent to Participate has been provided to Sponsors or will be provided to Sponsors no later than the time when any Profit Points are redeemed for Premiums; and (d) Participant's acceptance of any Premium hereunder is subject to and does not violate any agreement Participant may have with Participant's Broker/Agency or any laws or regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate.

6. PREMIUMS: "Profit Points" consist of points that are accumulated throughout the year. The Profit Points may be revised or amended at any time by Sponsors, at their sole discretion, prior to the conclusion of the Program Period. Profit Points may be redeemed for rewards, such as merchandise and gift cards ("**Premiums**") at the "**Grand Event**", to be scheduled for some time in November 2020. Specific information concerning the date, time and location of the Grand Event will be posted on the Real Tour Rewards Facebook page on or about October 1, 2020. This information will also be available at the Bexley and Waterset Welcome Centers on or about October 1, 2020. The number of Profit Points allocated for each Premium is at the sole discretion of the Sponsors. Profit Points are not transferable or refundable and must be accepted as awarded. Participants must attend the Grand Event in order to redeem any Profit Points for

Premiums. Any unused Profit Points will not carry over into future promotions and cannot be redeemed at a later time. The Profit Points have no cash value, are not assignable, and no cash or other substitution may be made, except by Sponsors in their sole and absolute discretion. Sponsors reserve the right to substitute Premiums or rewards with another premium of equal or greater value if the Premium is not available for any reason as determined by Sponsors in their sole discretion. Provided Participant has satisfied all Program requirements and complied fully with these Terms and Conditions, as determined by Sponsors in their sole discretion, Profit Points shall be awarded to such Participant in connection with: (a) each Qualified Visit (as defined below) to the Waterset or Bexley communities, (b) upon an Eligible Home Sale (as defined below) attributable to the relevant Participant (i.e., the Participant that is employed by or affiliated or associated with such Participant's Broker/Agency), and/or (c) upon attendance at various community broker/salesperson events (as defined below). Homes located at Bexley within Pulte's active adult community known as Del Webb are specifically excluded from this Program and are not eligible for any Profit Points. Consent to Participate and a W-9 form are required from each Participant no later than the time when Profit Points are redeemed for Premium, or the Premium will be forfeited. Participant and Participant's Broker/Agency, as applicable, are responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of any Premium. An IRS form 1099 will be issued if required by law. All expenses or costs associated with the acceptance or use of any Profit Points reward that is not expressly specified in these Terms and Conditions is the sole responsibility of the Participant.

7. **QUALIFIED VISIT: "Qualified Visit"** shall mean a visit during the Program Period (but in no event until after Participant's successful enrollment in the Program) to either the Waterset or Bexley Welcome Centers by a Participant accompanied by a New Home Client, as defined below, where the Participant registers the New Home Client's visit to the community using the electronic registering system located at kiosks within the Welcome Center or by completing a paper registration form. For purposes of this promotion, a qualified prospective homebuyer ("**New Home Client**") shall mean a prospective homebuyer who has not previously been registered at that Welcome Center, is visiting for the first time, and has engaged Participant as his or her agent for the prospective purchase of a new home from a Builder (as defined below) at the communities of Waterset or Bexley. Sponsors reserve the right to verify that Participants accompanied New Home Clients to the Waterset and/or Bexley community's Welcome Center.

8. **ELIGIBLE HOME SALE:** A "**Builder**" is a person or entity engaged in the business of home construction that has purchased one or more lots in the Waterset or Bexley communities from the Sponsors and has constructed homes on one or more such lots. In the event that the home contract cancels at any time, the profit points will be lost to Participant. Subject to the exclusions and limitations set forth in Section 6 above, the term "**Eligible Home Sale**" shall mean a verified new home sale with respect to the purchase of a home presently in a Builder's inventory or a home that is newly constructed by a Builder (as defined below) at the , Waterset or Bexley communities: (a) for which Participant's broker is eligible to receive a commission, (b) that is contracted for by Participant's New Home Client during the Program Period (but in any event after Participant's successful enrollment in the Program) and (c) that is verified by Sponsors receipt from Participant or Builder of a fully executed purchase and sale agreement between Builder and New Home Client. Participants should send copies to Sponsors of fully executed purchase and sale agreements between Builder and any New Home Client in connection with the subject Eligible Home Sale to the Welcome Center of the community at

which the home is located. The Bexley Welcome Center is located at 16950 Vibrant Way Land O'Lakes, FL. 34638 and the Waterset Welcome Center is located at 7012 Sail View Ln. Apollo Beach FL 33572.

9. **ATTENDANCE AT EVENTS:** “**Attendance at various community broker/salesperson events**” shall refer to events which are posted on the Real-Tour Rewards Facebook page and/or promoted via e-mail and/or mailed invitations to Participants. Information about such events will be available at the Welcome Center for each community and by following us on our Facebook Page. To ensure points are credited to Participants for attendance at such events, Participants are required to provide a business card at the event and must be successfully enrolled in the Program.

10. **VALIDATED TEAMS:** Only Real Estate Professionals are eligible to participate. Corporations, associations, or other groups or entities may not participate in the Program. No individual or company shall direct, encourage, or allow individuals to use a single enrollment in the Program for the purpose of accumulating Eligible Home Sales for combined qualification for Premiums. Notwithstanding the foregoing, Validated Teams may participate as single Participants. A “**Validated Team**” shall mean two or more Real Estate Professionals (“**Team Members**”) who provide proof satisfactory to Sponsors that not less than 90% of all real estate closings completed by the Team Members for the twelve month period immediately prior to such Validated Team’s enrollment in the Program were completed by the Team Members working together and sharing (other than nominally) in the commissions paid with regard to such closings. Items such as closing documents, income tax returns, business cards, yard signs, etc., provided by the Team Members will be considered for validation of the team. The decision regarding validation of a team shall be within Sponsors’ sole discretion. A Validated Team will be considered one Participant for purposes of Profit Point qualifications and awards, and such Team will have no greater opportunity to earn Profit Points than would a solo Participant. The Members of the Validated Team agree to share Profit Points in accordance with any agreement in place between individuals in such team. Distribution of a Profit Point to one individual in a Validated Team shall be considered distribution to all individuals in a Validated Team. Sponsors shall not be liable to any individual in a Validated Team for full or partial Profit Point award once Sponsors have delivered a Profit Point reward to any Validated Team.

11. **LIMITATIONS OF LIABILITY:** All federal, state and local laws and regulations apply. By participating in the Program and/or accepting Profit Points or Premium(s), Participant agrees to release and hold Sponsors, Newland, all Builders that are active at the Waterset or Bexley communities 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, losses (including but not limited to legal costs and reasonable attorneys’ fees incurred at all judicial levels) and liability arising out of participation in the Program or use of Profit Points. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or use or redemption of any Profit Points or Premium(s). **By participating in this Program, Participants agree to be bound by these Terms and Conditions and the decisions of Sponsors which are final and binding in all respects.** Sponsors shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Terms and Conditions to the extent and for so long as such failure or delay is caused by or results from causes beyond Sponsors’ 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 PROGRAM OR PREMIUMS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROGRAM, BUT IN NO EVENT ATTORNEY'S FEES. BY PARTICIPATING IN THE PROGRAM, 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, AND UNLESS SPONSOR AGREES OTHERWISE IN WRITING, ALL THIRD PARTY MERCHANDISE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE 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.

Participants agree to rely solely on the manufacturers' warranties, if any, for any merchandise redeemed through the Program, and to the extent any problem or liability arises from a third party product, the Participant agrees to seek recourse solely from the applicable third party vendor and not Sponsor. By participating in the Program, 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. Sponsors assume 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. Sponsors are not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this Program. Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process.

Participant acknowledges and agrees that "**System**" (the State of California Public Employees' Retirement System and any party related to Sponsors 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 Program. Accordingly, System shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against System on account of or arising out of any obligations arising out of or related to this Program. Further, Participant waives any claims against System, irrespective of the nature of

such claims, and agrees to look solely to the assets of Sponsors for the enforcement of any claims arising hereunder or related hereto.

Acceptance of a Premium by a Participant constitutes permission for the Sponsors, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use Participant'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 Sponsors and will not be returned.

12. MODIFICATIONS AND TERMINATION OF THE PROGRAM: Sponsors reserve the right to cancel, suspend, or modify the Program or any of its Terms and Conditions set forth herein (including, but not limited to, the Program Period, Premiums 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 Premiums. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions, changes to which will be available at Sponsors' Real-Tour Rewards Facebook page and the following websites: www.Watersetfl.com and www.Bexleyflorida.com. Sponsors reserve the right, in their sole discretion, to determine what Participants are eligible to receive as Premiums with regard to Eligible Home Sales closed prior to cancellation, suspension or modification of the Program.

13. PERSONAL INFORMATION: To learn how the personal information collected in connection with the Program may be used, individuals should read Sponsors' privacy policies (together, the "**Policies**") which are available at the following websites: www.watersetfl.com and www.Bexleyflorida.com. The terms of Sponsors' Policies may change at any time and are incorporated herein by reference.

14. FRAUDULENT ACTIVITY: Sponsors reserve the right to discontinue the Program participation of any Participant who engages in any fraudulent activity or any attempt to deliberately damage any web site or undermine the legitimate operation of this Program, or who conducts activities in a manner inconsistent with these Terms and Conditions or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Premiums and their associated benefits, including without limitation, the return of any Premiums previously awarded. **IN ADDITION, SPONSORS SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION AS THEY DEEM NECESSARY IN THEIR SOLE DISCRETION, AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

15. TERMS AND CONDITIONS: To request a copy of the Terms and Conditions or the name of the Premium recipients, send a self-addressed stamped envelope to The Waterset Welcome Center, 7012 Sail View Ln. Apollo Beach, FL 33572 or The Bexley Welcome Center, 16950 Vibrant Way Land O'Lakes, FL 33572. Requests must be received within twelve (12) calendar days of the end of the Program Period.

16. DISPUTES: Each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Program shall be resolved individually, without resort to any form of class action, in the federal or state courts located in the County of

Hillsborough, State of Florida, which shall have exclusive jurisdiction over 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 and Conditions, or the rights and obligations of Real Estate Professionals and Sponsors in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules of provisions (whether the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

17. INTEGRATION AND SEVERABILITY: These Terms and Conditions constitute the entire agreement between Sponsors and Participants pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. Failure to enforce any of the provisions of these Terms and Conditions shall not be deemed to be a waiver of those provisions. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

18. REAL ESTATE PROFESSIONAL COMPLIANCE: All Participants must be licensed as Real Estate Professionals in the state of Florida associated with a broker/agency, or working as a broker, in the state of Florida. All Participants agree to comply with all applicable federal, state, and local laws and regulations, including, without limitation, fair housing laws, federal and state laws regulating the advertising and sale of subdivided land, telemarketing, and unsolicited email, disclosure laws, and other consumer protection laws. Furthermore, all Participants understand that Sponsors may require the completion of an Affidavit of Eligibility and Release of Publicity be completed in connection with the redemption of any rewards.

19. DISCLAIMERS: Any amounts paid pursuant to this Program do not affect or reflect any commissions otherwise due and payable by the Builders of homes at the Waterset or Bexley communities to Real Estate Professionals as a result of the purchase or sale of homes in said communities. Sponsors and Newland are not co-developing, co-building or otherwise responsible for any of the obligations or representations of any of the Builders, and shall have no obligations to any home buyer regarding a home purchase from a Builder. Purchasers of homes from any of the Builders waive any claims against Sponsors and Newland arising out of their purchase transactions. Nothing herein shall either authorize any person to offer to sell, or to solicit offers to buy, real estate in the Waterset or Bexley communities to residents of jurisdictions where prior registration of out-of-state real estate offerings are required unless such community has been so qualified or exemptions are available. This Rewards Program is void where prohibited by law.