

**AFFIDAVIT OF ELIGIBILITY/LIABILITY AND PUBLICITY
RELEASE**

REAL-TOUR REWARDS PROGRAM 2020-2021

THIS AFFIDAVIT OF ELIGIBILITY/LIABILITY AND PUBLICITY RELEASE (THE “AFFIDAVIT/RELEASE”) MUST BE SIGNED, NOTARIZED, AND RETURNED TO NNP-BEXLEY, LLC AND NNP SOUTHBEND II, LLC (TOGETHER “SPONSORS”), UPON REDEMPTION OF PROFIT POINTS. FAILURE TO DO SO WILL CONSTITUTE FORFEITURE OF ANY REWARD.

State of _____

County of _____

I, _____, (undersigned “Profit Points Recipient”) hereby state:

I am a legal resident of the United States of America and the State of Florida.

I am at least the age of majority: _____ years old (age 18 or older in Florida).

I possess a valid, unrestricted driver’s license, or other acceptable form of identification, and have attached a copy of such license or form of identification to this Affidavit/Release.

Redemption of the Profit Points is subject to the Real-Tour Rewards Program Terms and Conditions (the “Terms”). I have received Profit Points in connection with the Real-Tour Rewards Program (the “Program”) and am now redeeming such Profit Points at the Grand Event for rewards, prizes or premiums (the “Rewards”) in accordance to the Terms. There is no cash substitute and no refund provided for any unused Profit Points. The Profit Points are not transferable.

I represent that I have complied with, and will continue to comply with, the Terms, and that I have perpetrated no fraud or deception with my entry in the Program or in redeeming the Profit Points for any Rewards.

I represent that neither I nor any member of my immediate family is an employee, contractor or agent of Sponsor, Newland Real Estate Group, LLC or its affiliated companies (collectively “Newland”), or any of the builders of homes in the Waterset or Bexley communities, or any of their parent companies, affiliates and, subsidiaries, or agents or domestic partners or a member of the immediate family of any such employees, contractors or agents.

I understand that all expenses incurred in connection with the acceptance or use of any Rewards are my sole responsibility. I waive any and all claims to any other reward, prize or premium and agree to be responsible for all federal, state and local taxes (including but not limited to any income taxes) on such reward, prize or premium value, if applicable. I acknowledge that an IRS form 1099 will be issued if

required by law, and that I am responsible for any other fees associated with the acceptance or use of the rewards, if any.

I understand that I must return this Affidavit/Release to the Sponsors simultaneously with redemption of Rewards.

I understand that it is solely my responsibility to ensure that the Sponsors receives this Affidavit/Release and all other supporting documents within the specified time period.

In consideration for receiving the Prize, on behalf of myself and my heirs, executors, administrators, successors and assigns, I waive and release any and all rights, demands, losses, liabilities, claims, and causes of action which I may now or hereafter be entitled to assert, including, but not limited to, personal injuries, death, disability, property damage, or other harm or loss of any nature caused by, contributed to, or arising out of my participation in the Program and any Rewards awarded to me. I understand and agree that this is a complete RELEASE and DISCHARGE of all claims and rights I may have against the Sponsors, Newland, North America Sekisui House, LLC and all builders in the Waterset and Bexley communities, and each of their parent companies, subsidiaries and affiliates, and each of their assigns, designees and licensees, without limitation, and that no action will be taken by or on behalf of myself with respect to any such rights. I understand that this release shall be binding upon my heirs, executors, administrators, successors, and assigns.

In further consideration for receiving Rewards, I acknowledge and agree that Sponsors and any party related to Sponsors who may be a member of an affiliate of Sponsors, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents, is not a party to the Program; accordingly, Sponsors shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against Sponsors on account of or arising out of any obligations arising out of or related to the Program. Further, I agree to waive any claims against Sponsors, irrespective of the nature of such claims, and agree to look solely to the assets of Sponsors for the enforcement of any claims arising hereunder or related hereto.

I understand that I will be disqualified from receiving, and agree to return to Sponsors, any Rewards awarded to me if any statement I make in this Affidavit/Release is false. I agree to return to Sponsors immediately upon demand any Rewards, or the value thereof, which has been awarded to me if any statement I make in this Affidavit/Release is false. I grant to Sponsors, its advertising and promotional 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, and trade, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and Promotional purposes without notice and without further compensation to me. 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.

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SIGNATURES TO FOLLOW ON THE NEXT PAGE

(Signature of Profit Points Recipient)

Name: _____
(Please print)

Address: _____

Telephone: _____

Sworn to and subscribed before me this ____ day of _____, 20____, by

Notary Public-State of **Florida**

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____