Viridian iWatch Sweepstakes OFFICIAL RULES

THIS SWEEPSTAKES IS INTENDED FOR RESIDENTS OF THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT A RESIDENT OF THE UNITED STATES AT THE TIME OF ENTRY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN AND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIALS RULES AND DECISIONS OF THE ADMINISTRATOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

- 1. ELIGIBILITY: The Viridian iWatch Sweepstakes (the "Sweepstakes") is open only to legal residents of The United States (except that residents of Puerto Rico, Rhode Island, Hawaii, Alaska and Guam are not eligible to enter into this Sweepstakes) who are not currently residents of the Viridian master planned community who are 21 years of age or older at the time of entry. Employees of Sponsor and its parent company, subsidiary companies, affiliated companies, suppliers, distributors, advertisers, promoters, web design consultants, judges, sweepstake agencies, and each of their respective immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each, regardless of where they reside) and those living in the same household of each such person, whether or not related, involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, the "Sweepstakes Parties"), are not eligible to enter into or win a prize with this Sweepstakes. This Sweepstakes is void outside the United States and where prohibited by law.
- **2. SWEEPSTAKES PERIOD:** This Sweepstakes begins on March 1, 2017 and ends on April 1, 2017 (the "Sweepstakes Period").
- **3. TO ENTER:** Complete entry form (Get in the Know) in participating model home at the Viridian Master Planned Community in Arlington, Texas and place the completed form into the designated sweepstakes ballot box. Only fully completed forms will qualify for the sweepstakes. By participating, entrants agree to abide by and be bound by these Official Rules and the Administrator's decisions, which shall be final and binding in all matters. Information submitted in connection with this Sweepstakes is governed by Sponsor's Privacy Policy at www.viridiandfw.com/privacy-policy.
- **4. DRAWING AND ODDS OF WINNING:** The prize will be selected in a random drawing from all eligible entries received during the applicable period. The drawing will be conducted on or about April 3, 2017 by a third party promotion administrator (the "**Administrator**") whose decisions shall be final and binding on all matters related to the Sweepstakes. Odds of winning depend on the number of eligible entries received.
- **5. PRIZES:** Prize(s): Apple iWatch. Total value of each prize(s): \$300 each. Five Prizes will be awarded. Prize is non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. The Sponsor reserves the right in its sole discretion to substitute a prize with one of comparable or greater value. Winners are solely responsible for any federal, state and local taxes on the prize. Limit one (1) prize per person/household.
- **6. WINNER NOTIFICATION AND VERIFICATION:** Potential winners are subject to verification, including verification of eligibility and compliance with the terms of these Official Rules. Potential winners will be notified via email, text message and/or phone call. Sponsor is not responsible for any change of telephone number or mailing address. In the event of noncompliance with these Official Rules, or if a prize notification or prize is returned as undeliverable, or a potential winner cannot be contacted or does not claim the prize within a reasonable time period, the prize will be forfeited and may not be awarded.

7. LIMITATIONS OF LIABILITY AND RELEASE: In the event that an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy shall be another entry into the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance or the completion of this Sweepstakes, or any part of it, for any reason, Sponsor, at its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No liability or responsibility is assumed by the Released Parties (as defined below) resulting from an entrant's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes.

The Sweepstakes Parties and all of their respective officers, directors, agents and employees (collectively, "Released Parties") are not responsible for, and as a condition of entering, the entrants agree to release the Released Parties from (which agreement will be confirmed in writing upon request): (a) any and all liability, loss, damage and/or cause of action incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize; (b) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (c) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (d) unauthorized human intervention in any part of the entry process or this Sweepstakes; (e) technical or human error which may occur in the administration of this Sweepstakes or the processing of entries.

8. DISPUTES: Each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Texas state count located in the Tarrant County, Texas; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees or court costs; and (d) UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR. AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR OTHERWISE INCREASED. EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIE WEBSITE OR INTERFERE WITH THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. PUBLICITY: By accepting a prize, each winner grants permission for Sponsor and those acting under its authority to use the winner's name, address (city and state), photograph, voice, video and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on websites operated by Sponsor) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

- **10. WINNERS LIST:** For the name of the winner (available after April 7, 2017), send a self-addressed stamped envelope to: Viridian iWatch Sweepstakes Winners List, 835 E. Lamar Blvd. #254, Arlington, TX 7601, for receipt no later than February 28, 2017.
- 12. SPONSOR: Viridian Holdings LP, 835 E. Lamar Blvd. #254, Arlington, TX 7601