

# MetroPlaces EV Cart Giveaway Terms and Conditions

The Sponsors (as defined below) and their affiliated entities (collectively, “**MetroPlaces**”) are the master developers of those planned communities located in Land O’Lakes, Florida (commonly known as “Angeline”), Wesley Chapel, Florida (commonly known as “Epperson”), San Antonio, Florida (commonly known as “Mirada”) and Wimauma, Florida (commonly known as “Southshore Bay”) (Angeline, Epperson, Mirada, and Southshore Bay shall be collectively referred to as the “**Qualifying Locations**”). Subject to the Terms and Conditions set forth below, MetroPlaces is providing Qualified Customers (as defined below) an electric vehicle cart with the purchase of a home (the “**Promotion**”). For purposes of these Terms and Conditions, the “**Sponsors**” shall mean each of Len-Angeline LLC, Epperson North, LLC, CR Pasco Development Company, LLC, Dune FB Debt, LLC and/or Dune FL Land 1 Sub, LLC, as applicable.

1. **Promotion Period.** The Promotion begins at 12:00 a.m. ET on September 15, 2022 and ends at 11:59 p.m. ET on October 23, 2022 (the “**Promotion Period**”).
2. **Qualifying Customer.** “**Qualifying Customers**” shall mean the first one hundred (100) individuals who (i) are citizens of the United States of America, (ii) are twenty-one (21) years of age or older, and (iii) purchase a home from one of the Participating Homebuilders (listed below) by executing all of the documents required to close on a home located in one of the Qualifying Locations during the Promotion Period. The “**Participating Homebuilders**” include the following:
  - Angeline: Lennar Homes
  - Epperson: Biscayne Homes, DR Horton, Lennar Homes, Pulte Homes
  - Mirada: Biscayne Homes, DR Horton, LGI Homes, Maronda Homes
  - Southshore Bay: DR Horton, Lennar Homes
3. **The Offer.** MetroPlaces will provide Qualifying Customers with a complimentary electric vehicle cart or similar cart from Davis Island Electric Vehicles (the “**EV Cart**”). There will be a limit of one (1) EV Cart per home. Qualifying Customers will have the opportunity to request upgrades or customizations offered by Davis Island Electric Vehicles at Qualifying Customer’s sole cost and expense. Qualifying Customer is hereby advised that the Promotion may be deemed an inducement and, in the event that the Qualifying Customer is obtaining financing for the home, it may reduce the amount of available financing for the home, and the retail value of the EV Cart may be deducted from the amount the lender is willing to loan for the home. This will require the Qualifying Customer to bring more funds to closing than would normally be required for a loan for the home without the Promotion. The value of the EV Cart may be required to be shown on the settlement statement at closing by the lender. Qualifying Customer should contact Qualifying Customer’s lender prior to accepting the EV Cart. For the avoidance of doubt, these Terms and Conditions and the transfer of the EV Cart are completely separate from any agreement entered into between Qualified Customer and a Participating Homebuilder (the “**Builder Agreements**”). No MetroPlaces entity is a party to any Builder Agreements, and the Participating Homebuilder is not a party to and has no obligations under these Terms and Conditions.

4. **Delivery.** Following notification from the Participating Homebuilder that the home purchased by the Qualifying Customer during the Promotion Period is nearing closing or has closed, the applicable Sponsor will attempt to connect the relevant Qualifying Customer with Davis Island Electric Vehicles to schedule delivery of the EV Cart. Such connection may be by phone, email or any other reasonable means of communication using information provided by the Participating Homebuilder. Neither Sponsor nor Participating Homebuilder is responsible for (i) coordinating specific details related to delivery of the EV Carts, including place, date, and time of delivery, (ii) failure to contact the Qualifying Customer due to incorrect, incomplete or unintelligible information provided by the Participating Homebuilder or Qualifying Customer, or (iii) any act or omission by Davis Island Electric Vehicles.
5. **Returns; Assignment.** Once the Qualifying Customer has accepted the EV Cart, the EV Cart may not be returned to MetroPlaces. Qualifying Customers may not assign or transfer the right to receive the EV Cart, and any attempted assignment or transfer will be null and void.
6. **Taxes.** Each Qualified Customer is solely responsible for all taxes incurred as a result of receiving the EV Cart, if any, as well as any other expenses related to accepting and/or using the EV Cart.
7. **Agreement to Terms and Conditions.** By accepting the EV Cart, Qualifying Customers agree to be bound by these Terms and Conditions. MetroPlaces may update, modify or change these Terms and Conditions at any time in its sole discretion, and your acceptance or continued use of the EV Cart will constitute your acceptance of such changes. You may request a copy of these Terms and Conditions at any time by contacting [wavesnwheels@metroplaces.com](mailto:wavesnwheels@metroplaces.com).
8. **Release of Liability; Indemnification.** By accepting the EV Cart, you hereby release MetroPlaces and its affiliates, officers, directors, managers, employees and agents from all claims, demands, actions, and liability for losses, damages or injuries (of whatever kind) (collectively, “**Losses**”) that may arise out of, or you may sustain, in connection with the functionality of or your use or operation (or the use or operation by your guests or agents) of the EV Cart. You further agree to indemnify and hold us harmless from all Losses, expenses and costs incurred by yourself or third parties which arise out of, are connected with, or caused by (whether directly or indirectly) your use or operation (or the use or operation by your guests or agents) of the EV Cart.
9. **Responsibility for Damages and Costs.** You are responsible for (i) all damage to, loss of or theft of the EV Cart incurred after you accept the EV Cart, and (ii) all maintenance, repairs, upgrades and options as well as any state/title fees, tag purchase and insurance for the EV Cart. You acknowledge that we are not responsible for any manufacturer’s defects or other defects to the EV Cart and we do not provide any warranty, whether express or implied, in connection with the EV Cart. You hereby disclaim any such warranties (including but not limited to any warranties of fitness or merchantability).
10. **Promotion Restrictions.** This Promotion is only valid during the Promotion Period, while supplies last. You must be an individual purchasing a home for residential purposes to participate in this Promotion. MetroPlaces reserves the right to revoke the EV Cart from resellers, business entities, organizations or individuals intending to use the home solely for non-residential purposes (“**Non-Qualifying Persons**”). If a Non-Qualifying Person receives an EV Cart through this Promotion, such Non-Qualifying Person shall reimburse MetroPlaces for all costs incurred by MetroPlaces relating to the EV Cart. This Promotion is void where prohibited or restricted by law.

11. **Publicity.** Except where prohibited, by accepting a EV Cart, each Qualifying Customer grants permission for the Sponsors, their parent, subsidiaries, affiliates, licensees, successors, and assigns, and those acting under their authority to use his/her name, username, biographical information, voice, image and/or likeness, (collectively, the Qualifying Customer's "**Publicity**") throughout the world in all media now known or hereafter existing (including print, packaging, television, radio, film, digital, internet, social media, websites, and mobile apps) in perpetuity for advertising, marketing, merchandising, publicity, and/or promotion of Sponsors, other promotions or contests run by Sponsors, and the products associated with the Promotion and for all their internal business purposes without further compensation or right of approval.
12. **Governing Law.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions 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 (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.