MetroPlaces Cash Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PROMOTION IS VOID WHERE PROHIBITED BY LAW. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING THIS PROMOTION, YOU ACKNOWLEDGE AND AGREE THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS PROMOTION WILL BE SHARED WITH THE CONTEST SPONSORS (DEFINED BELOW). SPONSORS' USE OF YOUR PERSONAL INFORMATION IS SUBJECT TO THE SPONSORS' PRIVACY POLICY WHICH CAN BE ACCESSED AT THE LINKS PROVIDED BELOW.

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 "Communities"). Sponsors are providing individuals with a chance to win certain Prizes (as defined below) by complying with the terms specified in these Official Rules (the "**Promotion**").

- 1. **No Purchase Necessary**. No purchase or payment of any kind is necessary to enter or win this Promotion. Any purchase of products or services offered by Sponsors or any of the Ineligible Persons (as defined below) will not increase your chances of winning.
- 2. Eligibility. This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years of age or older as of September 15, 2022. For the avoidance of doubt, residents of Puerto Rico and all U.S. territories, possessions and overseas military installations are not eligible to participate in the Promotion. In addition, the following individuals are not eligible to participate: All employees, officers, directors, legal counsel, agents and independent contractors of a Sponsor or their affiliates, sales representatives, licensees, judges, representatives, or advertising and promotion agencies, and their immediate family members (including any relationship by blood, marriage, or adoption (i.e. spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters- inlaw) and anyone who shares the home of an Ineligible Person) (all of the foregoing, collectively, "Ineligible Persons"), are ineligible to enter or win the Promotion. All applicable federal, state and local laws and regulations apply. If this Promotion is deemed illegal or is otherwise prohibited by the laws of any state (due to Sponsors' failure to register this Promotion in said state, to provide a bond, or for any other reason), this Promotion will be deemed void in such state and the residents of such state shall not be eligible to participate. Entry in the Promotion constitutes your full and unconditional acceptance of these "Official Rules." For purposes of these Official Rules, 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.

- 3. Promotion Term. The Promotion entry period begins at 12:00 am ET on September 15, 2022 and ends at 11:59 pm ET October 16, 2022 (the "Promotion Term"). Any person who enters the Promotion by following the steps set forth in these Official Rules shall be referred to as an "Entrant". The Prizes (as defined below) will be awarded to eight (8) Entrants (each a "Winner") who complete an entry during the Promotion Term.
- 4. **How to Enter**. To enter the Promotion, you must complete the following registration process:
 - a. You must visit a builder model home located in one of the Communities (each a "Model Home") during the Promotion Term. Your visit must be during normal hours of operation (the "Operating Hours"). The addresses of the Model Homes are available on the following website: www.metroplaces.com.

Please note the addresses of the Model Homes and the Operating Hours are subject to change in the sole discretion of Sponsors based upon several factors.

- b. During your Model Home visit, you will be able to enter the Promotion by receiving verification from a Sponsor representative and (i) scanning a QR code with your mobile device and completing an online form provided by Sponsors, or (ii) if you are unable to access the QR code, completing a form provided by a Sponsor representative and returning it in accordance with the instructions located on the form or otherwise specified by such Sponsor representative (an "Entry Form"). You must provide all the information requested in the Entry Form, any incomplete Entry Forms will be deemed null and void. It is your responsibility to make sure the information you provide on an Entry Form is intelligible and coherent.
- 5. Registration Limitations. ENTRANTS MAY SUBMIT A MAXIMUM OF ONE ENTRY FORM AT EACH MODEL HOME. Any attempt by any Entrant to submit more than one Entry Form at a particular Model Home (e.g. by submitting multiple entries from one Model Home) will void all Entry Forms by that Entrant and disqualify him/her from the Promotion. Entrants may not submit Entry Forms on behalf of another person, all Entry Forms must be completed on behalf of the person completing the Entry Form and at the site of a Model Home. Entry Forms which are not completed in accordance with these Official Rules will be null and void. By entering into the Promotion, Entrants acknowledge that the Ineligible Persons do not warrant or represent that the Promotion will be completely error or fraud free or that the Promotion will run without interruption, malfunction or technological issue. Ineligible Persons are not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate or delayed Entry Forms, or Entry Forms otherwise not recorded by servers, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the Promotion, whether human, mechanical, typographical, printing, fraudulent, electronic, network or otherwise, relating to or in connection with the Promotion, including, without limitation, errors that may occur in connection with the administration of the Promotion, the processing of Entry Forms, the announcement of Winners or fulfillment of prize awards, or in any

Promotion-related materials. Fraudulent, unfair, unsportsmanlike, false or deceptive Entry Forms or acts will render the applicable Entrant ineligible. All Entry Forms become the property of the Sponsors, and none will be acknowledged or returned. Notwithstanding any of the foregoing, Ineligible Persons' failure to detect fraud and/or invalidate Entry Forms as set forth herein, shall not constitute a breach of these Official Rules, or unfair or deceptive practice and/or violation of any Entrant's rights. Sponsors reserve the right to modify the entry process as described herein in its sole discretion and notice will be posted on the following website: <u>www.metroplaces.com</u> reflecting the same.

- 6. Prizes. Entrants will have a chance to win one (1) of the eight (8) prizes offered through this Promotion, which will be awarded as follows: five (5) Winners will receive a cash prize of One Thousand Dollars (\$1,000), two (2) Winners will receive a cash prize of Five Thousand Dollars (\$5,000), and one (1) Winner will receive a cash prize of Ten Thousand Dollars (\$10,000) (each a "Prize"). The odds of winning a Prize will be determined by the total number of Entry Forms received during the Promotion Term.
- 7. Winner Selection; Winner Drawing. On October 17, 2022, the eight (8) Winners will be selected at random via a drawing from a pool of all Entrants who submitted a valid Entry Form in accordance with these Official Rules. These Winners will be notified of their selection via email no later than two (2) days after being selected (the "Winner Selection"). The Prizes to be received by each Winner will be determined via a live drawing hosted by Sponsors on October 29 at 11:00 am EST at a location in the greater Tampa Bay area (the "Winner Drawing"). The Location for the Winner Drawing will be provided to the Winners via email by October 21, 2022. The Sponsors may elect to live stream the Winner Selection and/or the Winner Drawing on Facebook or Instagram, and the links to the live streams can be found at https://www.facebook.com/MetroPlaces and/or https://www.facebook.com/MetroPlaces and/or https://www.instagram.com/metroplaces/. All Entrants will be able to attend the Winner Drawing. Entrants will not be eligible to receive multiple Prizes.

8. Winner Notification; Winner Disqualification.

- a. Receiving a Prize is contingent upon compliance with these Official Rules, including all eligibility requirements. Following the Winner Drawing, the Winners will be notified via email to the email address specified in the Winner's Entry Form (the "Winner Notification"). Each Winner Notification will be deemed delivered on the date it is sent. Each Winner Notification will specify the Winner's name, the Prize awarded and the relevant instructions for completing the Winner verification by October 27, 2022 in order to claim their prize at the Winner Drawing. The Winner Drawing will be conducted by Sponsors, whose decisions on all matters relating to the Promotion shall be final and binding.
- At the sole discretion of the Sponsors, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (1) a potential Winner's failure, refusal or inability to respond to the Winner Notification and claim their prize by October

27, 2022; (2) a potential Winner's failure to provide Sponsors with satisfactory proof of age, identity and residency; (3) a potential Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release by October 27, 2022 (form to be provided by the Sponsors); (4) a potential Winner's failure to provide Sponsors with the information necessary to deliver the Prize, (5) the inability of Sponsors to contact the Potential Winner for any reason, and (6) any other non-compliance with the Official Rules. In the event of a Prize forfeiture, the Sponsors may, in their sole discretion, award or not award the forfeited Prize to an alternate Winner. Such alternate Winner will be determined and notified using the same procedures which were used to determine and notify the Winners. In no event shall the Sponsors be obligated to award more Prizes than the number of Prizes stated in these Official Rules. No substitution assignment or transfer of Prizes is permitted. Any attempted substitution, assignment or transfer of a Prize shall be deemed null and void and shall result in automatic forfeiture of the Prize. PLEASE NOTE THAT EVEN IF YOUR ENTRY FORM IS SELECTED AS A POTENTIAL WINNER, YOU HAVE NOT YET WON A PRIZE. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSORS, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND AWARDED A PRIZE.

- 9. Prize Delivery; Taxes. Within twenty (20) days of verification of a potential Winner's identification and eligibility, Sponsors or their representatives will contact the Winner to arrange for delivery of the Prize. Each Winner is solely responsible for all taxes on their Prize, if any, as well as any other expenses related to accepting and/or using their Prize. All Prizes will be awarded, provided that they are validly claimed by November 15, 2022 after which no alternate Winner will be selected and no unclaimed Prizes will be awarded.
- 10. **Publicity.** Except where prohibited, by accepting a Prize, each Winner 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 Winner'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.
- 11. Agreement to Rules; Release of Liability. By entering or participating in this Promotion, Entrants agree (i) to be bound by these Official Rules, and by the decisions of Sponsors, which are final and binding in all respects, and to conform to all applicable federal, state and local laws and regulations, (ii) each Entry Form, including any information and comments submitted therein, becomes solely the property of Sponsors and will not be acknowledged or returned, and (iii) Sponsors and Ineligible Persons have the sole right to decide all matters relating to the Promotion, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Promotion. All Entrants agree to look solely to Sponsors for any claims or liabilities with respect to each Promotion, including the development, execution and administration thereof. Neither Sponsors

nor Ineligible Persons are responsible for: (a) failed, returned or misdirected Winner Notifications or other communication attempts due to inaccurate information provided by the Winner in the Entry Form; (b) Entry Forms and responses to Winner Notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient or for computer or technical error of any kind; (c) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions which may limit an Entrant's ability to participate in the Promotion; (d) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to Entrant's or any other person's phone, tablet or computer related to or resulting from downloading any part of this Promotion; (e) claims, injuries, death, losses or damages of any kind resulting from participation or inability to participate in the Promotion, or the administration of the Promotion, or the awarding, acceptance, use, misuse, possession, loss or misdirection of a Prize or any registration information contained in an Entry Form; (f) any inability or refusal of a Winner to accept a Prize for any reason; or (g) any act or omission at the Winner Selection, Winner Drawing or any other event related to or held in connection with any part of the Promotion. All Entrants hereby release Ineligible Persons from any and all liability, claims, or damages relating to the items specified above and any actions arising directly or indirectly from the Promotion.

- 12. <u>Disclaimer</u>. Each Prize is awarded "as is," and Sponsors do not make any, and hereby disclaim any and all, representations or warranties of any kind, express or implied, regarding any Prize. Participation in the Promotion is at your own risk. Further, if, for any reason, the Promotion is not capable of running as planned for reasons outside the control of the Sponsors which, in the sole opinion of Sponsors, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion. Sponsors also reserve the right at their sole discretion to disqualify the Entry Form of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Promotion or any website operated by the Ineligible Persons; (ii) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (iii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any property or service of Sponsors; or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.
- 13. <u>Right to Terminate or Modify</u>. If, for any reason, the Promotion is not capable of running as planned by reason of damage by acts of God, sabotage, terrorism or threats thereof, computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, epidemics, pandemics, supply shortages or any other causes which, in the sole discretion of Sponsors, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Promotion,

Sponsors and Ineligible Persons reserve the right in their sole and absolute discretion to cancel, terminate, modify or suspend all or any part of the Promotion. Sponsors reserve the right to modify these Official Rules in any way or at any time. It is your responsibility to check the Official Rules (which can be found at the following website: <u>www.metroplaces.com</u> or requested via email (*see* Section 17, below) regularly to determine whether the Official Rules have been modified. If you do not agree to any modification of the Official Rules, you must immediately cease participation in the Promotion.

- 14. <u>Governing Law</u>. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Florida without regard to the conflicts of laws principles of any jurisdiction. Any controversy or claim arising out of or relating to these Official Rules, their enforcement, arbitrability or interpretation, or the Promotion, shall be submitted to final and binding arbitration, to be held in Hillsborough County, Florida, before a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Venue with respect to any such disputes not subject to arbitration and for entering judgment of any arbitration award shall be had in the state and federal courts of Hillsborough County, Florida.
- 15. **Participant Obligations; Indemnification**. By entering this Promotion, each Entrant agrees to defend, indemnify, release and hold harmless Sponsors and Ineligible Persons from and against any and all losses, demands, damages, rights, claims, actions and liabilities of any kind arising out of or related to (i) Entrant's participation in the Promotion or (ii) Entrant's participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Winners assume all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Promotion or use of the Prize. All taxes are the responsibility of the Winner, who may receive an IRS Form 1099 reflecting the final actual value of the Prize, if applicable.
- 16. **Personal Information**. Sponsors are not responsible for security of personal information that is submitted over the Internet. By completing an Entry Form and entering the Promotion, you agree to Sponsors' use of your personal information as described in Sponsors' privacy policy, located at https://www.metroplaces.com/privacy-policy/.
- 17. **Request for Official Rules or Winners' List**. For the names of Winners or a copy of these Official Rules, please reach out to us via email at the email address specified below.

If you have any questions or concerns regarding this Promotion, please do not hesitate to contact us at <u>wavesnwheels@metroplaces.com</u>.