

***AFFIDAVIT REQUIRED FOR THIS SWEEPSTAKES***

**12 Days of December Sweepstakes (“Sweepstakes”)**

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C., AGE 21 OR OLDER.

VOID WHERE PROHIBITED.

U.S. LAW GOVERNS THIS SWEEPSTAKES.

1. **HOW TO ENTER:** The Sweepstakes begins at 10 a.m. EST on December 1, 2011 and ends at 6 p.m. EST on December 12, 2011 (“*Sweepstakes Period*”). To enter, visit the builder models or New Home Information Centers at FishHawk Ranch or MiraBay, hand print your full name, address, email address and telephone number on an Official Entry Form, and deposit the completed form in the provided receptacle. Entries must be submitted *by 6 p.m. EST on December 12, 2011*. All requested information and your signature must be provided on the Official Entry Form. Limit one Sweepstakes entry per person per model home or information center visit. Any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise will disqualify all entries of that Participant. No purchase necessary.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty United States and District of Columbia, 21 years of age or older as of the date of entry. Employees, contractors, or agents of FishHawk Ranch, LP, NNP IV – Lake Hutto, LLC, and Terrabrook Apollo Beach, LP (“Sponsor”), Newland Real Estate Group, LLC fka Newland Communities, LLC (“Newland”), or of any builders of homes in the FishHawk Ranch or MiraBay communities, or any of their parent companies, affiliates and, subsidiaries, or agents and household members, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees, contractors or agents, are not eligible to participate. Void where prohibited by law.
3. **RANDOM DRAWING:** Twelve (12) potential winners will be selected in a random drawing conducted by Sponsor, whose decisions are final with respect to all matters relating to this Sweepstakes, on or about December 13, 2011 from among all eligible entries received. Participants need not be present at drawing to win. Odds of winning depend on the number of eligible entries received. Potential winner may be notified by mail, telephone and/or e-mail, at Sponsor's discretion. If the potential winner cannot be reached within 48 hours of initial notification attempt, he or she will be disqualified and the prize awarded to an alternate winner. Winner is subject to verification. Potential winner will be

required to complete and return to Sponsor an IRS form W-9 and an Affidavit of Eligibility/Release of Liability/Publicity Release within 5 days of attempted delivery of same. If a potential winner fails to respond to any notification attempt within 48 hours or if any attempted notification or prize delivery is returned as undeliverable, or if the potential winner fails to complete and return any required affidavit, release, or W-9 within the specified time period, the potential winner will be disqualified and an alternate winner selected from eligible entries received.

4. **PRIZE:** Twelve (12) prizes will be awarded. The prizes consist of: P90X (The approximate retail value of the prize is \$149.59), 2 Tickets to LEGOLAND (The approximate retail value of the prize is \$160.50), Apple® 16GB iPad 2 with Wi-Fi – Black (The approximate retail value of the prize is \$535.99), KitchenAid mixer (The approximate retail value of the prize is \$374.49), Saeco Via Venezia Espresso Machine (The approximate retail value of the prize is \$374.49), iRobot Roomba 560 Vacuum Robot (The approximate retail value of the prize is \$374.49), Kindle Fire- Full Color 7” Multi-Touch Display with WiFi (The approximate retail value of the prize is \$205.95), Flip Video UltraHD Video Camcorder 8GB –Black (The approximate retail value of the prize is \$106.99), Xbox 360 Kinect Bundle (The approximate retail value of the prize is \$362.73), Sony Playstation 3 320GB Console with Sony Move (The approximate retail value of the prize is \$374.46), Samsung 43" Class/Plasma/720p/600Hz/3D/HDTV (The approximate retail value of the prize is \$534.99), Dell Black 15.6” Inspiron i15r-7223DBK Laptop/Intel Core i3 Processor, 6GB Memory, Windows 7 and Pop Click Switch Lid. (The approximate retail value of the prize is \$566.01) .All federal, state, local taxes on prize value, if applicable, are the sole responsibility of winner. An IRS form 1099 will be issued if required by law. No substitution, cash redemption or transfer of right to receive prize permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prize consists only of items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of any prize that are not expressly specified in these Official Rules as part of the prize are the responsibility of the winner.
  
5. **GENERAL RULES:** All applicable federal, state and local laws and regulations apply. By participating in the Sweepstakes and/or accepting a prize, Participant agrees to release and hold Sponsor, Newland, all builders in the FishHawk Ranch community 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 and liability arising out of participation in the Sweepstakes or use of prize. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any prize. **By participating in this Sweepstakes, Participants agree to be bound by the Official Rules and the decisions of Sponsor in all regards, which are final and**

**binding in all respects.** Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Official Rules to the extent and for so long as such failure or delay is caused by or results from causes beyond Sponsor's 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 SWEEPSTAKES OR PRIZES OFFERED THROUGH THE SWEEPSTAKES, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BY PARTICIPATING IN THE SWEEPSTAKES, 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, ALL THIRD PARTY SERVICES AND/OR MERCHANDISE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND/OR 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.

Participant further acknowledges and agrees that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of the Prize or the transmission or use thereof.

By participating in the Sweepstakes, 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. Sponsor assumes 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. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in

connection with this Sweepstakes. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

Acceptance of Prize constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use winner'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 Sponsor and will not be returned.

Participant acknowledges and agrees that "System" (the State of California Public Employees' Retirement System and any party related to Sponsor 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 Sweepstakes. 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 Sweepstakes. Further, Participant waives any claims against System, irrespective of the nature of such claims, and agrees to look solely to the assets of Sponsor for the enforcement of any claims arising hereunder or related hereto.

6. **MODIFICATIONS AND TERMINATION OF THE SWEEPSTAKES:** Sponsor reserves the right to cancel, suspend, or modify the Sweepstakes or any of its Official Rules set forth herein (including, but not limited to, the Sweepstakes Period, Prizes 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 Prizes. A Participant's continued participation in the Sweepstakes constitutes the Participant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Website at [www.FishHawkRanch.com/deals](http://www.FishHawkRanch.com/deals).
7. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Sweepstakes participation of any Participant who engages in any fraudulent activity, attempts to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes, or conducts activities in a manner inconsistent with these Official Rules or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Prizes and their associated benefits, including without limitation the return of any Prizes previously awarded. **IN ADDITION, SPONSOR SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION, INCLUDING CRIMINAL PROSECUTION, AS IT DEEMS NECESSARY IN ITS SOLE DISCRETION AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**
8. **DISPUTES:** By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the

Sweepstakes 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 Official Rules, or the rights and obligations of The Participant and Sponsor in connection with the Sweepstakes, 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 or 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.

9. **OFFICIAL RULES AND RESULTS;** To request copy of the Official Rules or the name of the winners send a self-addressed, stamped envelope to FishHawk Ranch, 15921 Courtside View Drive, Lithia, FL 33547. Requests must be received within thirty (30) days after the end of the Sweepstakes Period.
10. **PERSONAL INFORMATION:** To learn how personal information collected in connection with the Sweepstakes may be used, individuals should read Sponsor's Privacy Policy which is available at [www.FishHawkRanch.com](http://www.FishHawkRanch.com). The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
11. **Sponsor:** FishHawk Communities, LP, and NNP IV – Lake Hutto, LLC, 15921 Courtside View Drive, Lithia, FL 33547; Terrabrook Apollo Beach, LP, MiraBay, 205 Manns Harbor Drive, Apollo Beach, FL 33572
12. **Disclaimers:**

Sponsor 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 Sponsor and/or Newland arising out of their purchase transaction.

This is not intended to be an offer to sell or a solicitation of offers to buy real estate in the FishHawk Ranch community or MiraBay Community to residents of: Connecticut, Hawaii, Idaho, New York, New Jersey, and Oregon], or in any other jurisdiction where prohibited by law.