

## **BRIAR CHAPEL 2020 AGENT APPRECIATION PROGRAM**

### AFFIDAVIT OF ELIGIBILITY/LIABILITY AND PUBLICITY RELEASE

THIS AFFIDAVIT OF ELIGIBILITY/LIABILITY AND PUBLICITY RELEASE (“AFFIDAVIT/RELEASE”) MUST BE SIGNED, NOTARIZED, AND RETURNED TO SPONSOR WITHIN TEN (10) DAYS OF THE DELIVERY, OR ATTEMPTED DELIVERY, OF THIS DOCUMENT. FAILURE TO DO SO WILL RESULT IN THE PRIZE BEING FORFEITED.

I, \_\_\_\_\_, hereby represent that the following statements are true, complete and accurate:

1. I am a legal resident of the United States of America.
2. I am licensed as a real estate broker in the State of North Carolina.
3. I am at least 18 years of age.
4. I possess a valid government issued identification and have attached a copy of such identification to this Affidavit/Release.
5. I am submitting this Affidavit/Release with the understanding that it will be relied upon to determine my eligibility to receive the Prize.
6. I represent that I have complied with, and will continue to comply with, the Briar Chapel 2020 Agent Appreciation Program (the “OFFICIAL RULES”), and that I have perpetrated no fraud or deception in entering the PROGRAM or in claiming the PRIZE.
7. I represent that neither I nor any member of my immediate family is an employee, contractor or agent of NNP – Briar Chapel, LLC (“SPONSOR”), Newland Real Estate Group, LLC aka Newland Communities, LLC or its affiliated companies (collectively “NEWLAND”), or any of the builders of homes in the Briar Chapel community, 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.
8. I understand that the PRIZE consists only of the item specified in the OFFICIAL RULES, and that all other expenses incurred in connection with the acceptance or use of any such PRIZE is my sole responsibility. I waive any and all claims to any other prize and agree to be responsible for all federal, state and local taxes (including but not limited to any income taxes) on PRIZE 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 this PRIZE, if any.
9. I understand that I must return this AFFIDAVIT/RELEASE to SPONSOR within ten (10) days of the delivery, or attempted delivery, of this document. Failure to do so will result in the PRIZE being forfeited.
10. I understand that it is my responsibility to ensure that SPONSOR receives the AFFIDAVIT/RELEASE and all other supporting documents within the specified time period.
11. 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 or any PRIZE 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 SPONSOR, NEWLAND, North America Sekisui House, LLC (“NASH”), or builders in the Briar Chapel community, 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.

12. In further consideration for receiving the PRIZE, I acknowledge and agree that SPONSOR and any party related to SPONSOR who may be a member of an affiliate of SPONSOR, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to the PROGRAM. Accordingly, SPONSOR shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against SPONSOR 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 Sponsor, irrespective of the nature of such claims, and agree to look solely to the assets of SPONSOR for the enforcement of any claims arising hereunder or related hereto.

13. I understand that I will be disqualified from receiving, and agree to return to SPONSOR, any PRIZE awarded to me if any statement I make in this AFFIDAVIT/RELEASE is false. I agree to return immediately upon demand to SPONSOR any PRIZE, or the value of such PRIZE, which has been awarded to me if any statement I make in this AFFIDAVIT/RELEASE is false. I grant to SPONSOR, its advertising and promotion 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, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to me and without further compensation. 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

**PARTICIPANT:**

\_\_\_\_\_  
SIGNATURE

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Form of Identification Presented: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Broker-in-Charge Name, Address, and Email: \_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_

Notary Public-State of North Carolina

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

Sponsor: NNP – Briar Chapel, LLC  
Address: 4020 Westchase Boulevard, Suite 150  
Raleigh, NC 27607  
Email: BriarChapel@newlandcommunities.com

