

**MARKLAND MANOR HOUSE  
REALTOR PROMOTION**

**OFFICIAL RULES**

**Sponsor:** The sponsor of **Markland Manor House Realtor Promotion** (the “**Promotion**”) is **Southaven Land Associates LLC**, a Delaware limited liability company (the “**Sponsor**”). Markland Manor House located at **2001 International Golf Pkwy, St. Augustine, FL 32095** is the development community that is the subject of this Promotion (the “**Community**”).

**Eligibility:** The Promotion is limited to Florida realtors having a valid and active real estate license issued by the Florida Real Estate Commission (each, an “**Entrant**”). Employees, officers, members, builders, representatives and directors of Sponsor or builders within the Community (“**Builders**”), or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. By submitting an entry, Entrant agrees, fully and unconditionally to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void where prohibited by law and outside of the State of Florida. Subject to all federal, state and local laws, regulations, and ordinances.

**Entry Period for Prizes:** The **Promotion** begins on **March 18, 2019 at 10:00 am Eastern Time (“ET”)** and ends on **May 24, 2019 at 12:00 pm ET** (the “**Entry Period**”). During the Entry Period, Entrant must complete the steps under “**How to Enter**” below, for each Prize, to be eligible and officially entered for the drawing.

**How to Enter for Prizes 1 through 4:** To enter the Promotion for Prizes 1 through 4, Entrant shall, during the Entry Period, (i) check in on Facebook at the Markland Community and use **#MarklandRealtor**; (ii) share in a Facebook post about the Community by using **#MarklandRealtor**; and/or (iii) post a photo on Facebook with **#MarklandRealtor**, for which Entrant will receive one (1) entry. Thereafter, Entrant may repeat any or all of the above three (3) forms of postings and be eligible to earn one (1) subsequent entry per day through the Entry Period Prize 1 period. Regardless of the number of postings, Entrant will receive a maximum of one (1) entry per day.

**How to Enter Prize 5:** To enter the Promotion for Prize 5, Entrant shall, during the Entry Period, (i) visit **Markland Manor House Amenity Center at the Community with a prospective buyer during the below listed Staffed Tour Hours**, or (ii) visit **one (1) of the five (5) staffed model/spec builder homes** located on site at the Community with a prospective buyer. Entrant and its prospective buyer must sign in at each and every location provided in (i) and (ii) above during their visit for the entry(ies) to count (“**Sign In**”). Each Sign In will constitute a single entry with that prospective buyer, for a maximum total of six (6) entries per buyer. Thereafter, Entrant may receive additional, subsequent entries for each Sign In provided that a different prospective buyer accompanies Entrant.

**Staffed Tour Hours – Markland Manor House**

Thursday, 12:00 p.m. to 5:00 p.m.

Friday, 11:00 a.m. to 6:00 p.m.  
Saturday, 10:00 a.m. to 6:00 p.m.  
Sunday, 1:00 p.m. to 5: 00 p.m.

#### **Selection of Winners:**

**Prize 1:** On **Thursday April 4, 2019** at the **Realtor Oyster Roast at the Community at 7:00 pm Eastern Time (“ET”)**, Sponsor will perform a random drawing from among all eligible entries received by Sponsor. Sponsor will randomly select **one (1) winner** of the **Promotion for Prize 1, and Entrants must be present to win (“Winner 1”)**. Winner 1 will be entitled to receive Prize 1 upon verification of eligibility. **Winner 1 will be announced on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>.** Entrants must be present to win Prize 1.

**Prize 2:** On **Thursday April 4, 2019** at the **Realtor Oyster Roast at the Community at 7:00 pm Eastern Time (“ET”)**, Sponsor will perform a random drawing from among all eligible entries received by Sponsor. Sponsor will randomly select **one (1) winner** of the **Promotion for Prize 2, and Entrants must be present to win (“Winner 2”)**. Winner 2 will be entitled to receive Prize 2 upon verification of eligibility. **Winner 2 will be announced on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>.** Entrants must be present to win Prize 2.

**Prize 3:** On **Friday, May 24, 2019, at 4:00 ET**, Sponsor will perform a random drawing from among all eligible entries received by Sponsor. Sponsor will randomly select **one (1) winner** of the **Promotion for Prize 3 (“Winner 3”)** and Winner 3 will be entitled to receive Prize 3 upon verification of eligibility. **Winner 3 will be announced on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>.** Entrants do not need to be present to win Prize 3.

**Prize 4:** On **Friday, May 24, 2019, at 4:00 ET**, Sponsor will perform a random drawing from among all eligible entries received by Sponsor. Sponsor will randomly select **one (1) winner** of the **Promotion for Prize 4 (“Winner 4”)** and Winner 4 will be entitled to receive Prize 4 upon verification of eligibility. **Winner 4 will be announced on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>.** Entrants do not need to be present to win Prize 4.

**Prize 5:** On **Friday May 24, 2019, at 4:00 ET**, Sponsor will perform a random drawing from among all eligible entries received by Sponsor. Sponsor will randomly select **one (1) winner** of the **Promotion for Prize 5 (“Winner 5”)** and Winner 5 will be entitled to receive Prize 5 upon verification of eligibility. **Winner 5 will be announced on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>.** Entrants do not need to be present to win Prize 5.

The odds of winning are based on the number of eligible entries received and selection is not based on the Entrant’s skill, knowledge, or talent. An Entrant shall not be entitled to any prize unless and until Entrant’s eligibility has been verified and Sponsor has notified Entrant of such verification. Winner must submit their written acceptance within forty-eight (48) hours of notification. If Winner cannot be contacted via email or phone after the first attempt to contact such Winner, or in the event that Winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only two (2) alternate winners will be selected, after which any remaining prizes will remain un-awarded. Sponsor may be contacted at **the Community or at [markland.com/realtors](http://markland.com/realtors)** to obtain the name of the Winner.

**Prizes:** Upon completion of the verification of eligibility of Entrant by Sponsor, one of the following prizes (each “Prize”) will be awarded, in the order such Prizes are listed, to the respective Winner, in the order the names are drawn (i.e.: the first drawn Entrant’s name shall be the Winner of the Prize listed first below, the second draw Entrant’s name shall be the Winner of the Prize listed second below, and so on):

**Prize 1:** One (1) Poseidon Spa Gift Certificates, retail value each of approximately \$250.00. This will be awarded at the Realtor Oyster Roast on April 4, 2019 at 7:00 pm Eastern Time (“ET”) at the Community. Sponsor will announce the Winner 1 on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>, and the Winner may contact Carla Luigs at 904-299-7020, 11512 Lake Mead Avenue, Suite 603, Jacksonville, FL 32256.

**Prize 2:** One (1) Poseidon Spa Gift Certificates, retail value each of approximately \$250.00. This will be awarded at the Realtor Oyster Roast on April 4, 2019 at 7:00 pm Eastern Time (“ET”) at the Community. Sponsor will announce the Winner 2 on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>, and the Winner may contact Carla Luigs at 904-299-7020, 11512 Lake Mead Avenue, Suite 603, Jacksonville, FL 32256.

**Prize 3:** One (1) Poseidon Spa Gift Certificates, retail value each of approximately \$250.00. This will be awarded Sunday, May 24, 2019, at 4:00 ET, by announcement on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>, and the Winner may contact Carla Luigs at 904-299-7020, 11512 Lake Mead Avenue, Suite 603, Jacksonville, FL 32256.

**Prize 4:** One (1) Poseidon Spa Gift Certificates, retail value each of approximately \$250.00. This will be awarded Sunday, May 24, 2019, at 4:00 ET, by announcement on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>, and the Winner may contact Carla Luigs at 904-299-7020, 11512 Lake Mead Avenue, Suite 603, Jacksonville, FL 32256.

**Prize 5:** One (1) Royal Caribbean Cruise for Two People, total retail value of approximately \$1,136.00. This will be awarded Sunday, May 24, 2019, at 4:00 ET, by announcement on the Markland Florida Facebook Webpage at <https://www.facebook.com/MarklandFL/>, and the Winner may contact Carla Luigs at 904-299-7020, 11512 Lake Mead Avenue, Suite 603, Jacksonville, FL 32256.

Winner agrees to accept the Prize “AS IS” and Winner acknowledges that Sponsor is not in any manner responsible or liable for any warranty, representation, or guarantee relative to the Prize, including warranties provided exclusively by a prize supplier or sponsor. Any difference between stated approximate retail value and actual value of Prize will not be awarded. The exact models of the Prizes mentioned above may vary based upon availability at the time of award. **Prizes 1 and 2** must be picked up by the Winner, upon presentment of identification acceptable to Sponsor, on or before Thursday, April 4, 2019, by 10pm ET or the Prize will be forfeited. **Prizes 2 through 5** must be picked up, or arrangements made for shipment thereof, by the Winner, upon presentment of identification acceptable to Sponsor, on or before Sunday, June 2, 2019, by 7pm ET or the Prize will be forfeited. Winner is solely responsible for any federal, state, and local taxes and any other costs and expenses. Winner must provide Sponsor with a valid Social Security number or taxpayer identification number before prize will be awarded. A Form 1099 will be issued to Winner.

**General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor’s failure to

enforce any term of these Official Rules shall not constitute a waiver of that provision.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

**Release and Limitations of Liability:** By participating in this Promotion, entrants agree that Sponsor, the Builders, and each of their respective affiliates, subsidiaries, members, partners, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, independent contractors, representatives and agents (the “**Released Parties**”) are not responsible for: (1) any incorrect or inaccurate information, (2) unauthorized human intervention in any part of the entry process or the Promotion; (3) technical or human error that may occur in the administration of the Promotion or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Promotion or receipt or use or misuse of the Prize. No more than the stated number of prizes will be awarded.

BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**Publicity.** EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, MEMBERS, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR

HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

**Disputes.** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Florida or the appropriate state court located in the State of Florida; (2) any and all claims, judgments and awards shall be limited to actual out- of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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 otherwise increased. 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 Promotion, 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.