

**Jubilee  
Home Owners Association Promotion “HOA”  
Official Rules**

THIS PROMOTION IS SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL LAWS. BY PARTICIPATING IN THIS GIVEAWAY, PARTICIPANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES. VOID WHERE PROHIBITED.

**THE PROMOTION:** Purchase a new home in the Jubilee Community (“Jubilee”) from a builder during the Promotion Period hereafter described and receive one-year (2025) paid HOA Annual Community Assessments (“Promotional Offer”), subject to the rules and terms set forth herein. Promotion is sponsored by the developer of the Jubilee community (“Sponsor”), who is solely responsible for payment of offer.

**PROMOTION PERIOD:** This No HOA Dues Promotion (the “Promotion”) begins at 12:00:01 a.m., Central Daylight Time (“CDT”) July 1, 2024 and ends at 11:59:59 PM CDT on August 31, 2024 (the “Promotion Period”).

**ELIGIBILITY:** This Promotion is only open to entrants who enter into a contract to purchase a new home from a builder in Jubilee during the Promotion Period, and close on said purchase no later than February 28, 2025 at 5:00 PM CDT (herein referred to as “Participant”). Participation constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules.

This Promotional Offer is subject to the purchase of a new home in Jubilee during the Promotion Period.

1. How to Receive Promotional Offer: During the Promotion Period (1) purchase any new home in Jubilee with any builder, and (2) the developer of Jubilee will apply “payment” in the amount of the current 2025 HOA Annual Assessments.
2. Offer Guidelines:
  1. The new home must be purchased during the promotion period.
  2. Home must close by February 28, 2025.
  3. Homebuyer still has to pay pro-rated 2024 HOA assessments.
3. Offer Restrictions:
  1. Offer is not redeemable for cash payment and cannot be carried forward or applied to payments beyond the 2025 HOA assessment.

**PROMOTIONAL OFFER CONDITIONS:** PARTICIPATION IN THIS PROMOTION AND THE RECEIPT AND/OR USE OF PROMOTIONAL OFFER IS AT YOUR OWN RISK. These Official Rules are available by website at [liveinjubilee.com](http://liveinjubilee.com) as set forth below.

Promotional Offer is non-negotiable, non-exchangeable, non-assignable and non-transferable. No substitutions are permitted. Any other incidental expenses on Promotion not specified herein are the Participant’s sole responsibility. THE PROMOTION IS AWARDED “AS IS” AND NEITHER SPONSOR, BUILDER, NOR ADVERTISING PARTICIPANTS MAKE ANY PROMISES OR GUARANTEES, AND HEREBY DISCLAIM

**ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROMOTION.**

The Participant is responsible for all federal, state, local sales taxes and income taxes associated with the Promotional Offer. Except where prohibited by law, entry and acceptance of the Promotion or any portion thereof constitute permission for Sponsor, Builders, Advertising Participants' and their designees, to use Participant's name, participation prize won, hometown, video tape, photographs, voice and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without compensation, notification or permission.

Participants agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor, Builders, Advertising Participants, Facebook, Inc., Instagram, TicToc, Twitter, Inc., or Pinterest and their affiliated companies, and all other businesses involved in this Promotion, including advertisers, as well as the employees, officers, directors and agents of each, and including legal and financial advisors (the "Released Parties"), from all claims and liability (including all damages, losses, expenses and fees including reasonable attorney(s) fees) relating to participation in the Promotion, including the acceptance and use/misuse of the Promotional Offer. Participant assumes all liability for any injury or damage caused or claimed to be caused, financial or otherwise, by participation in this Promotion or use/misuse or redemption of the Promotional Offer. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the giveaway or in the announcement of the Promotion.

By participating in a this Promotion, Participants' agree to release, discharge and hold harmless the Sponsor, Builder and Developer associated entities (collectively, "Entities") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Participants' participation in the Promotion (including, without limitation, losses, damages or injuries, financial or otherwise to Participants', related to participation in the Promotion; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotional activity. Without limiting the generality of the foregoing, Participants' agree that Promotion Entities: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with respect to the Promotion; (B) maintain no control over the builder, title company, and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of any party, including, title companies, or independent contractors, not an employee of the Sponsor, and (2) by any cause, condition or event whatsoever beyond the control of the Entities. Participant agrees that the Entities shall have no responsibility or liability for; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating

mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website, or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to Participant's (or any third person's) computer and/or its contents related to or resulting from any part of a giveaway; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Sponsor.

**Entities.** Each Participant further agrees to indemnify and hold harmless Entities from and against any and all liability resulting or arising from any giveaway and to release all rights to bring any claim, action or proceeding against Promotion Entities and hereby acknowledge that Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize. Sponsor is not responsible for the actions of participants in connection with any promotion, including Participant' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a promotion.

As a condition of entering the giveaway, each entrant gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering each giveaway and to comply with applicable laws, regulations and rules. Any information Participants provide to Sponsor may be used to communicate with entrant in relation to any giveaway or on a winner's list. In the event of a dispute over the identity of an online entrant, entry may be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address if person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible. The Entities are not responsible for electronic communications that are undeliverable because of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Any person attempting to defraud or in any way tamper with the Promotion mechanics and/or implementation will be prosecuted to the fullest extent of the law. By accepting this offer, buyers agree to be bound by these Official Rules and the decisions of the Sponsor,

and waive any right to claim ambiguity in the Promotion or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules.

**PRIVACY:** By entering and providing the required entry information, Participants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Participant, or other information or goods offered by its marketing partners. Personal information collected by Sponsor will be used for administration of the giveaway and awarding the Prize. Furthermore, by entering, each entrant agrees to Sponsor's privacy policy at <https://www.liveinjubilee.com/privacy>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. In addition, by entering, you agree that Sponsor may share your personal information with Advertising Participants and to each Advertising Participant's respective privacy policy as follows: <https://www.liveinjubilee.com/privacy>. The Sponsor is not responsible for disclosures made by any third party.

**PROMOTER:** Jubilee by Johnson Development, 290 WR Holdings LP

This Promotion is in no way sponsored, endorsed or administered by, or associated with the Jubilee Homeowners Association, Inc.