

4S RANCH AMATEUR PHOTO CONTEST
(“Contest”)

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C., AGE 18 OR OLDER.

LIMIT ONE SUBMISSION PER ENTRANT FOR PART ONE AND ONE SUBMISSION PER ENTRANT FOR PART TWO, FOR A TOTAL OF TWO SUBMISSIONS PER ENTRANT VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS CONTEST.

The purpose of this Contest is to promote the sales of homes at the 4S Ranch community.

By Participating in this Contest, each person entering (“Entrant”) agrees as follows:

1. **CONTEST PERIOD:** The Contest begins at 12:00 a.m. Pacific Daylight Time (“PDT”) on August 17, 2009 and ends at 11:59 p.m. Pacific Standard Time (“PST”) on November 27, 2009 (“Contest Period”). The Contest is comprised of three (3) separate parts, which contain defined periods for the Submission (as defined below) of photos (“Photo Submission Period”) and/or for registered Fans of 4S Ranch community upon Facebook to vote for the Submissions (“Voting Period”), as follows:

a. Part One of the Contest Period commences at 12:00 a.m. PDT on August 17, 2009, and ends at 11:59 p.m. PDT on September 30, 2009 (“Part One”). The Photo Submission Period for Part One shall be from 12:00 a.m. PDT, August 17, 2009, to 11:59 p.m. PDT, September 23, 2009. The Voting Period for Part One shall be from 12:00 a.m., September 24, 2009, to 11:59 p.m., September 30, 2009.

b. Part Two of the Contest Period commences at 12:00 a.m. PDT on October 1, 2009 and ends at 11:59 p.m. PDT on October 31, 2009 (“Part Two”). The Photo Submission Period for Part Two shall be from 12:00 a.m. PDT, October 1, 2009, to 11:59 p.m. PDT, October 24, 2009. The Voting Period for Part Two shall be from 12:00 a.m., PDT October 25, 2009, to 11:59 p.m., PDT October 31, 2009.

c. The Grand Prize Part of the Contest Period commences at 12:00 a.m. PST on November 1, 2009, and ends at 11:59 p.m. PST on November 27, 2009 (“Grand Prize Part”). The Voting Period for the Grand Prize Part shall be from 12:00 a.m. PST, November 1, 2009, to 11:59 p.m., PST November 27, 2009.

Sponsor shall post on the Contest Web Site (defined below) a theme for the Submissions (defined below) to be entered during Part One (“Part One Theme”), and a theme for the Submissions to be entered during Part Two (“Part Two Theme”).

2. **HOW TO ENTER:** To be eligible to participate in the Contest, Entrant first must be a registered user of Facebook and must be a registered ‘Fan of 4S Ranch’ on Facebook. Such registrations are subject to and governed by the terms and conditions imposed by Facebook, and Entrant agrees to comply with all such terms and conditions.

To enter the Contest after registering on Facebook, Entrant must submit a digital photograph during the applicable Photo Submission Period to: www.facebook.com/4SRanch (the “Contest Web Site”), in accordance with the instructions set forth on the Contest Web Site. The photo must be uploaded, pursuant to such instructions, upon the 4S Ranch wall. Sponsor shall then evaluate such photo in accordance with the Contest requirements for Submissions (as defined below) and verify that the entry form upon the Sponsor Web Site has been properly completed and returned. If Sponsor finds that such photo complies with all applicable criteria, then the photo will be approved and uploaded by Sponsor in the 4S Ranch photo album (“Photo Album”) on the Contest Web Site, which qualifies it to be voted upon.

To qualify as a submission (“Submission”) for this Contest, a photograph must meet the following requirements: (a) the photograph must be properly submitted during the respective Photo Submission Period described above in Paragraph 1 and must depict a scene which portrays either a Part One Theme or a Part Two Theme, as applicable; (b) the photograph as uploaded to Facebook must be low-resolution JPEGs (72ppi) with an image size of no larger than 500 KB. Any technical difficulties should be directed to Facebook and cannot be resolved by Sponsor. The winners of the contest must provide a high resolution image (“High Res”) (300-400ppi) with a minimum size of 4 megapixels (length x width) provided to Sponsor immediately upon request; (c) the electronic file name for the photograph must include Entrant’s full name and a title for the photograph; (d) the photograph must be the only photograph submitted by Entrant for the Part One Theme or the Part Two Theme, as applicable; (e) Entrant must have all rights to the photograph, and must be the originator/creator of the photograph; and (f) as a mandatory condition for acceptance of a photo in the Photo Album upon the Contest Web Site, the entry form provided on the Sponsor Web Site must be completed in full by Entrant on Sponsor’s Web Site and submitted to Sponsor as instructed . In addition, Entrant must have a completed and properly executed written release, in the form provided on the Sponsor Web Site, from any third party whose likeness or whose property appears in the photograph entered as a Submission (“Entrant Release”), and Entrant shall provide such Entrant Release within five (5) days of written request therefor from Sponsor. Failure to provide the Entrant Release will result in immediate disqualification of the Submission from this Contest. In addition, Entrant shall indemnify and hold harmless the Released Parties, as defined below, from any claim related to Entrant’s failure to secure the Entrant Release prior to entering the Contest.

Submissions entered during Part One shall hereafter be referred to as “Part One Submissions”. Submissions entered during Part Two shall hereafter be referred to as “Part Two Submissions”. Only entries submitted through the Contest Web Site will be accepted. No faxed, emailed or mailed entries will be accepted. Receipt of entry will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Entrant may enter only one (1) Submission for Part One and one (1) Submission for Part Two, for a total of two (2) Submissions for the entire Contest; each Submission may only include one (1) photo. Each Submission must be unique and may not be a duplicate of a prior Submission.

Submissions and entry forms must not: (i) contain any copyrighted works; (ii) contain any false or defamatory statements about any person or third party; (iii) potentially violate any third-party rights; (iv) contain any third party trademarks that suggest affiliation with any trademark owner without permission of such owner; (v) infringe any third-party proprietary or personal rights; (vi)

contain any profanity, descriptions or depictions of violence, or threatening language; (vii) be inappropriate, indecent, harmful, discriminatory or obscene; or (viii) depict or describe any act which is dangerous or suggests any person undertake a dangerous activity, as determined by Sponsor, in its sole and absolute discretion. All Submissions must be in keeping with Sponsor's brand image and may not be offensive, as determined by Sponsor, in its sole and absolute discretion. All photographs must accurately reflect the subject matter as it appeared in the viewfinder when the photograph was taken. Normal processing of files and minor adjustments to color and contrast are acceptable, as is minimal cropping. Once an Entrant uploads a Submission, Sponsor will have the right, but no obligation, to review the Submission for compliance with these Official Rules, and Sponsor may disqualify any Submission or remove any Submission from the Contest Web Site for any reason as determined by Sponsor, in its sole and absolute discretion.

3. **ELIGIBILITY:** This Contest is open only to amateur photographers who are legal residents of the fifty United States and District of Columbia, 18 years of age or older as of the date of entry. An amateur photographer is an Entrant who either does not offer to sell his or her photographs to the general public or who sells or offers to sell his or her original photographs to the general public, and whose yearly income from the sale of such photographs is less than \$500 per year, over the last five (5) years. Employees, contractors, or agents of 4S Kelwood General Partnership ("Sponsor"), Newland Communities, LLC ("Newland"), Integrated Marketing Communications LLC ("Advertising Agency"), or of any builders of homes in the 4S Ranch community, or any of their parent companies, affiliates and, subsidiaries, or agents and domestic partners and members of the immediate families of such employees, contractors or agents, are not eligible to participate. Void where prohibited by law.

4. **WINNER SELECTION:** Approved Submissions shall be posted by the Sponsor in the Photo Album on the Contest Web Site. Each Submission will be evaluated and voted on by the following persons: (i) registered Fans of the 4S Ranch community on Facebook; and (ii) any person who has elected to vote by hand-writing upon a 3x5 card his/her full name, address, email address, phone number, voting selection, and mailed the card to Sponsor at 10815 Rancho Bernardo Road, Suite 310 San Diego, California 92127 (collectively "Voters"). A vote consists of selecting the "Like" option on Facebook for a photograph (commenting does not count as a vote) or specifying in hand-writing upon the 3 x 5 card, as provided above. Voters may only vote once during Part One, once during Part Two, and once during the Grand Prize Part, for a total of three (3) votes per voter during the Contest Period. With regard to Part One and Part Two, Voters shall be instructed to vote for the Submission that best captures the Part One Theme or the Part Two Theme, as applicable, projecting artistic merit and originality, good composition and technical quality ("Evaluation Criteria"). With regard to the Grand Prize Part, Voters will be instructed to vote for the one (1) Submission from the top two (2) Submissions (the "Finalists") from Part One and Part Two, respectively, who received the highest number of votes for best capturing the Evaluation Criteria. Should Submissions contain similar images, as determined by Sponsor in its sole and absolute discretion, the image first submitted chronologically in time will be the Submission posted for evaluation and voting, and Sponsor shall have the right to eliminate the similar image(s), in its sole and absolute discretion. Votes for Part One Submissions must be cast and received (in the case of hand-written 3 x 5 card votes) during the Voting Period of Part One prior to the expiration date of Voting Period of Part One. **A minimum number of 25 total**

Submissions and 50 total votes in Part One is required in order to award the Part One prize and for the continuance of the Contest. Votes for the Part Two Submissions must be cast and received (in the case of hand-written 3 x 5 card votes) during the Voting Period of Part Two prior to the expiration date of the Voting Period of Part Two. Votes for the Grand Prize must be cast and received (in the case of hand-written 3 x 5 card votes) during the Voting Period of the Grand Prize Part prior to the expiration of the Voting Period of the Grand Prize Part. The two (2) Finalists for Part One shall be the two (2) Part One Submissions that receive the most votes from Voters. The two (2) Finalists for Part Two shall be the two (2) Part Two Submissions that receive the most votes from Voters. The winning photograph for the Grand Prize shall be the one (1) Finalist that receives the highest number of votes from Voters of the total of four (4) Finalists from Part One and Part Two. Sponsor, in its sole and absolute discretion, has the right to terminate the Contest and not award any prizes if the minimum number of votes and/or eligible Submissions, as set forth above, is not received in Part One of the Contest.

In the event that a tie in the voting occurs involving two or more Submissions receiving the highest number of votes in the Voting Period either for the Grand Prize Part or for any of the Finalist positions of Parts One or Two (“Submission Runoff Candidates”), Sponsor shall conduct a random drawing including only such Submission Runoff Candidates, and the Submission Runoff Candidate randomly selected shall be deemed a potential prize winner of that respective Part. Sponsor shall conduct such random drawing in its offices at the address set forth herein on or about October 1, 2009 (if Part One), November 1, 2009 (if Part Two), or [November 27, 2009](#) (if Grand Prize Part). Entrants need not be present to win. The decision of the Sponsor shall be final with respect to all matters relating to any or all random drawings.

The names and photos of the two (2) potential Part One Finalists will be posted on the Contest Web Site on or about October 1, 2009. The names and photos of the two (2) potential Part Two Finalists will be posted on the Contest Web Site on or about November 1, 2009. The name and photo of the Grand Prize Winner will be posted on the Contest Web Site on or about [November 27, 2009](#). The potential prize winners will be notified through the Facebook messaging system on or about October 1, 2009 (Part One), November 1, 2009 (Part Two) and [November 27, 2009](#) (Grand Prize Part). Each Entrant is responsible for monitoring his/her Facebook account for prize notification or other communications related to this Contest. If a potential prize winner does not contact Sponsor within 48 hours, using the Facebook messaging system, or if prize notification is returned as undeliverable, that potential prize winner shall automatically forfeit the prize and an alternative potential prize winner may be selected from the remaining Submissions for Part One or Part Two, as applicable, based upon total votes received for such Part. The Submission with the next highest number of total votes for that respective Part shall be selected as the alternative potential prize winner. Potential prize winners must comply with these Official Rules in order to be confirmed the winner of a prize. Potential prize winners must sign and return any required forms, including, without limitation, affidavits of eligibility, prize acceptance and liability and publicity release forms, and IRS-W9 forms, to Sponsor five (5) days after delivery of the forms by Sponsor to the potential winner (“Return Period”). In addition, each potential winner must provide Sponsor, during the Return Period, with a High Res image of the winning Submission and all Entrant Releases properly executed. If a potential prize winner fails to comply with these Official Rules, including but not limited to, failing to return all of the required forms within the time specified or delivering to Sponsor a High Res image of the winning

Submissions and all Entrant Releases, then potential prize winner may be disqualified, and an alternative prize winner may be selected by Sponsor from the remaining Submissions. The return of the above-mentioned forms within the allotted time shall be solely the responsibility of the potential prize winner; Sponsor is not responsible for delays in delivery.

5. PRIZES: Two (2) Part One prizes and two (2) Part Two prizes shall each, respectively, be \$250 Visa® gift cards. The approximate retail value (“ARV”) for each prize is \$250, for a total ARV of \$1,000 for the Part One and Part Two prizes. One (1) grand prize will be awarded. The grand prize shall be four (4) \$250 Visa® gift cards, for a total ARV of \$1,000. The total ARV of all prizes is \$2,000. Use of gift cards is subject to the issuers’ terms and conditions, which may include expiration dates and service fees. 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 shall be permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize of equal or greater value. Prizes consist 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.

6. GENERAL RULES: All applicable federal, state and local laws and regulations apply. By participating in the Contest and/or accepting a prize, Entrant agrees to release and hold Sponsor, Newland, Advertising Agency, all builders in the 4S 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 Contest or use of prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. **By participating in this Contest, Entrants agree to be bound by the Official Rules and the decisions of Sponsor 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 CONTEST OR PRIZES OFFERED THROUGH THE CONTEST, 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 CONTEST, AN ENTRANT 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.

Entrant 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 the Contest, Entrant 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 messaging, 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 or other electronic transmission or any combination thereof, any typographical or any other human or technical or electronic errors of any kind. Sponsor assumes no responsibility for undeliverable e-mails or other electronic messaging resulting from any form of active or passive filtering by a user's Internet or other service provider and/or e-mail client or other client, for insufficient space in user's e-mail Facebook, or similar accounts to receive e-mail or text messages. 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 Contest. 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 and re-use winner's Submission, 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. Participation in this Contest shall constitute the assignment to Sponsor all right, title and interest that any Entrant may have in and to his/her Submission, including, without limitation, all intellectual property rights and other personal and proprietary rights, without expectation of compensation or acknowledgement (other than the prizes awarded as set forth in these Official Rules). Should that assignment fail or be deemed unenforceable, in whole or in part, for any reason, the Entrant that submitted the entry, by participating in this Contest, shall be deemed to have unconditionally and irrevocably granted to Sponsor a perpetual, worldwide, royalty-free, irrevocable, fully-transferable license to all right (including without limitation, copyrights, patent, trademark, trade secret and other intellectual property and personal rights), title, interest and claim in and to the Submission.

Entrant 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 Contest. 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 Contest. Further, Entrant 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.

7. **MODIFICATIONS AND TERMINATION OF THE CONTEST:** Sponsor reserves the right to cancel, suspend, or modify the Contest or any of its Official Rules set forth herein (including, but not limited to, the Contest Period, Prizes and their terms, and any other option made available to Entrants) at any time, with or without notice, even though these changes may affect an Entrant's ability to qualify for or receive Prizes. An Entrant's continued participation in the Contest constitutes the Entrant's acceptance of any changes to these Official Rules, changes to which will be available at Sponsor's Web Site at www.4SRanch.com/bestshot.

8. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Contest participation of any Entrant who engages in any fraudulent activity, attempts to deliberately damage any website or undermine the legitimate operation of this Contest, 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 ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. **DISPUTES:** By entering, each Entrant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest shall be resolved individually, without resort to any form of class action, in the federal or state courts located in the County of San Diego, State of California, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each Entrant 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 Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

10. **OFFICIAL RULES AND RESULTS:** To request a copy of the Official Rules or the name of the winners, send a self-addressed, stamped envelope to Sponsor at 10815 Rancho Bernardo Road, Suite 310, San Diego, CA 92127. Requests must be received within thirty (30) days after the end of the Contest Period.

11. **PERSONAL INFORMATION:** To learn how personal information collected in connection with the Contest may be used, individuals should read Sponsor's Privacy Policy which is available at www.4SRanch.com/bestshot. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

12. Sponsor: 4S Kelwood General Partnership, 10815 Rancho Bernardo Road, Suite 310, San Diego, CA 92127.

13. Disclaimers:

Homes in the 4S Ranch community are constructed and sold by builders not affiliated with Sponsor or Newland. Newland and Sponsor do not guarantee or warrant the obligations of, or construction by, such builders, or the availability, or pricing of homes.

Nothing herein shall authorize any person to offer to sell real estate in the 4S Ranch community to, or to solicit offers to buy from, residents of Connecticut, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law.