

**Sterling on the Lake Songs 4 Summer Concert Series
Sweepstakes**

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY

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

ONE SWEEPSTAKES ENTRY PER PERSON.

MUST BE PRESENT TO WIN

VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS SWEEPSTAKES.

1. **HOW TO ENTER:** The Sweepstakes begins at 8 a.m. EDT on June 26, 2010 and ends at 8 p.m. EDT on June 26, 2010. Text CONCERTS to 41513. Opt-in Only. NO spamming. Information for Sterling on the Lake ONLY. Your information will NEVER be shared. Std. Text Rates apply. You may also pick up Entry Forms at the Sterling on the Lake Welcome Center, 7004 Lake Sterling Blvd, Flowery Branch, GA 30542 and at www.SterlingOnTheLake.com/CONCERTS, or during concert on June 26, 2010 at Registration Booth located at Village Green in the Sterling on the Lake community. Entry Forms deposited at Registration Booth. Drawing at or about 8:30 pm EDT on June 26, 2010, during concert break at the Village Green. Visit the Welcome Center Booth and 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 8 p.m. EDT on June 26, 2010. All requested information must be provided on the Official Entry Form. Limit one Sweepstakes entry per person. Multiple entries submitted by a Participant or 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, 18 years of age or older as of the date of entry. Employees, contractors, or agents of NNP Looper Lake LLC ("Sponsor"), Newland Communities, LLC ("Newland"), or of any builders of homes in the Sterling on the Lake 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.
3. **RANDOM DRAWING:** One (1) potential winner 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 June 26, 2010 from among all eligible entries received. Entrants need be present at drawing to win and must have cell phone present. Odds of winning depend on the number of eligible entries received. Potential winner may be notified by text message or cellular

telephone, at Sponsor's discretion. If the potential winner cannot be reached within 1 hour 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 1 day of attempted delivery of same. If a potential winner fails to respond to any notification attempt within one (1) hour, 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 or release within the specified time period, the potential winner will be disqualified and an alternate winner selected.

4. **PRIZE:** One (1) prize will be awarded. The prize consists of two adult Atlanta City Pass tickets. The approximate retail value \$138. Attractions include; Georgia Aquarium, World of Coca-Cola, Zoo Atlanta, Fernbank Museum of Natural History OR Atlanta Botanical Garden, Inside CNN Studio Tour, High Museum of Art OR Atlanta History Tour, City Pass is valid for 9 days, which is a full week, with a weekend on each end. The validity period begins the first day you use your City Pass booklet at the first attraction you visit. Use of gift certificate 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 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 Sterling on the Lake 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 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 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 text messages or e-mails resulting from any form of active or passive phone or e-mail filtering by a user's phone or 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.SterlingontheLake.com/CONCERTS. **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.**
7. **DISPUTES:** By entering, each entrant 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 Hall. State of Georgia, 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 Sweepstakes, shall be governed by, and

construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

8. OFFICIAL RULES AND RESULTS; To request copy of the Official Rules or the name of the winner send a self-addressed, stamped envelope to 7004 Lake Sterling Blvd. Flowery Branch, GA 30542. Requests must be received within thirty (30) days after the end of the Sweepstakes Period.
9. 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.sterlingonthelake.com. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
10. Sponsor: NNP Looper Lake LLC, 7004 Lake Sterling Blvd. Flowery Branch, GA 30542.
11. Disclaimers:

Homes in the Sterling on the Lake 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 Sterling on the Lake community to, or to solicit offers to buy from, residents of Connecticut, Florida, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law.