

Harvest Green Plant Yourself Giveaway Rules

THIS GIVEAWAY IS SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL LAWS. BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES.

GIVEAWAY ENTRY PERIOD: Plant Yourself giveaway at Harvest Green (the "Giveaway") begins at 12:00:01 AM Central Daylight Time ("CDT") on June 1, 2024 and ends at 11:59:59 PM CDT on July 31, 2024 (the "Giveaway Period"). The Giveaway consists of two separate promotions, the Farm Club Giveaway and the Veggie Share Giveaway.

ELIGIBILITY: The giveaway is only open to legal U.S. residents at the time of entry (hereinafter referred to as the "Entrant"). Employees of Harvest Green (the "Sponsor"), and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Giveaway is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER THE FARM CLUB GIVEAWAY: During the Giveaway Period, the Entrant must close on the Purchase of a new home in Harvest. Each Entrant that enters into a contract to purchase a new home in Harvest Green during the Giveaway period will be entered in a drawing to win a one-year membership to the Harvest Green Farm Club. Entrants are subject to all notices posted online including, but not limited to, the following Privacy Policies: harvestgreentexas.com/privacy.

HOW TO ENTER THE VEGGIE SHARE GIVEAWAY: During the Giveaway Period, June 1, 2024 through July 31, 2024, the Entrant must visit the model homes in Harvest Green, scan the QR code, and fully complete the online registration form to be entered in the Giveaway. No exceptions apply. Entrants are subject to all notices posted online including, but not limited to, the Privacy Policies found at: harvestgreentexas.com/privacy.

Harvest Green will not be held liable for any failure of receipt of entries and takes no responsibility for any entries which are lost, delayed, illegible, corrupted, damaged, incomplete or otherwise invalid.

Limit: One (1) entry per household regardless of whether entrant has more than one buyer on home.

Entrants will have the opportunity, but not the obligation, to share the giveaway with others by publishing a post to their own Facebook or Instagram page, tweet to their own Twitter account or pin to their own Pinterest board. Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc., Instagram, Twitter, Inc., or Pinterest.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Two (2) prizes will be awarded during this promotion. One prize consists of a yearlong Farm Club Membership worth \$600. The other prize consists of a yearlong Veggie Share Membership worth \$1,352.

Any difference between the ARV and actual value will not be awarded. Taxes, registration costs and fees are not included.

WINNER NOTIFICATION: Prize winners will be notified via email and phone number provided on the entry form. A W-9 Form and where allowable, a Publicity Release (collectively, "the Releases") will need to be filled out. These Releases will require the Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification. The year Veggie Share will be awarded after the promotion ends. The one-year Farm Club Membership will be awarded after closing documents have been received exclusively by the builder.

PRIZE CONDITIONS: PARTICIPATION IN THIS GIVEAWAY AND THE RECEIPT AND/OR USE OF PRIZE OFFERED IS AT YOUR OWN RISK.

The one-year Farm Club Membership award is subject to the purchase of a new home in Harvest Green.

If the winner is unable to be contacted after multiple attempts and/or fails to respond within 60 days, the prize will be forfeited and may be awarded to an alternative winner.

The Prizes will only be awarded to the name or names on the entry form or contract, no exceptions. Prizes are not assignable or transferable.

Prize is non-negotiable, non-exchangeable, non-assignable and non-transferable. No substitutions are permitted, except if prize is unavailable, in which case a prize of equal or greater value will be awarded, at Sponsor's sole discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. **THE PRIZE IS AWARDED "AS IS" AND NEITHER SPONSOR NOR ADVERTISING PARTICIPANTS MAKE ANY PROMISES OR GUARANTEES, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZE.**

The Prize winner is responsible for all federal, state, local sales taxes and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of The Prize or any portion thereof constitute permission for Sponsor, Advertising Participants and their designees, to use winner's name, 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.

Participating Entrants agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor, Advertising Participants, Facebook, Inc., Instagram, TicToc, Twitter, Inc., or Pinterest and their affiliated companies, and all other businesses involved in this giveaway, 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 giveaway, including the acceptance and use/misuse of The Prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this giveaway or use/misuse or redemption of the prize. 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 Prize.

By participating in a giveaway, Entrants agree to release, discharge and hold harmless the Sponsor and other giveaway Entities (collectively, "Giveaway Entities") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Entrants' participation in a giveaway and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in a giveaway; 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 giveaway activity and/or Prize). Without limiting the generality of the foregoing, Entrants agree that giveaway 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 any giveaway and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers")

as a part of the Prizes provided in connection with any giveaway; 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 the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Giveaway Entities, and (4) by any cause, condition or event whatsoever beyond the control of the Giveaway Entities. Entrants agree that the Giveaway Entities shall have no responsibility or liability for discontinued Prizes; 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 entrant'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 giveaway.

Entities. Each entrant further agrees to indemnify and hold harmless Giveaway 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 Giveaway Entities and hereby acknowledge that Giveaway 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, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants in connection with any giveaway, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a giveaway.

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 Entrants 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 Giveaway Entities are not responsible for electronic communications that are undeliverable as a result 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 AN ENTRANT, 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.

PRIVACY: By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to entrant, 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 harvestgreentexas.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: harvestgreentexas.com/privacy. The Sponsor is not responsible for disclosures made by any third party.