

# FIELDING HOMES HORNETS TICKET GIVEAWAY RULES

NO PURCHASE NECESSARY TO RECEIVE TICKETS.

**THIS GIVEAWAY IS SUBJECT TO FEDERAL, STATE AND LOCAL REGULATIONS AND LAWS AND VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED OR RESTRICTED.**

**THESE OFFICIAL RULES (“RULES”) ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR ENTRY AND PARTICIPATION IN THIS EVENT.**

**THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, TWITTER OR ANY OTHER SOCIAL MEDIA PLATFORM.**

1. **SPONSOR.** The Fielding Homes Hugo’s Ticket Giveaway Event is sponsored by Fielding Homes, LLC, with its principal place of business located at 227 West Trade Street, Suite 1000, Charlotte, NC 28202 (“**Sponsor**”). Sponsor is solely responsible for providing the prizes for this event. Your participation in this event means that you unconditionally agree to these Rules and all decisions by Sponsor, which are final and binding in all matters related to this Event. To win the prize, you must comply with all facets of the Rules and all decisions by Sponsor.
2. **ELIGIBILITY.** The ticket giveaway is open to all legal residents of the United States of America (excluding New York, Rhode Island and Florida) and the District of Columbia (the “**Event Territory**”) who are twenty-one (21) years of age or older as of the first day of the eligible period (as defined in Section 3 below). Participation constitutes each entrant’s full and unconditional representation of their age, as well as acceptance of these Rules and consent to be contacted by Sponsor by email or telephone. Employees of Sponsor, Hornets Basketball, LLC, and each of their respective owners, parent companies, subsidiaries, affiliates (including but not limited to Crescent Communities, LLC), directors, franchisees, representatives, advertising, promotional and production agencies, printers, agents and their immediate family members (i.e., spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each are not eligible to participate.
3. **HOW TO RECEIVE TICKETS.** Between Monday, December 3, 2018 at 12:00 PM EST and March 19, 2019 at 11:00 PM EST (the “**Registration Period**”), each person wishing to participate may do so as further described below.
  - a. **Community visit:** Participants must visit the Fielding Homes sales center located in Masons Bend at 1856 Masons Bend Drive, Fort Mill SC 29708 during normal business hours. Guest must express to Community Sales Manager of Fielding Homes that they are visiting the community to receive tickets to an upcoming Hornets Game. Visitor will be asked how they found out about the event and will be expected to provide an answer. Visitor will be encouraged (but not required) to visit decorated model homes within the community. Upon visit, guest will be asked

for his/her preference for one of up to 4 upcoming games in the 2018-2019 NBA season. Guest will be asked to specify a first and second choice of games. Guest will be asked to provide name and contact information. Representative from Fielding Homes will contact Guest with confirmation of ticket availability, and instructions for retrieving tickets.

- b. *NOTE – There are a limited number of tickets available. In the event that tickets are no longer available, the offer will expire.*
  - c. *This offer is subject to change at any time.*
4. **PUBLICITY.** Except where prohibited by law, participation in the offer constitutes each Entrant’s consent and grant to Sponsor and/or Hornets Basketball, LLC (and each of their designees’, successors’ and assigns’) of a royalty-free, irrevocable, perpetual, nonexclusive license to use of his or her name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country to use, reproduce, modify, post, distribute, publish or create derivative works from and display such attributes in whole or in part, on a worldwide basis, and to incorporate them into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, without further compensation, notification or permissions of any kind except where prohibited by law.. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting herein.
5. **INDEMNIFICATION.** BY ACCEPTING TICKETS, GUESTS AGREE TO FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, HORNETS BASKETBALL, LLC, CHARLOTTE ARENA OPERATIONS, LLC AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, MANAGING AGENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RELATED PARTIES, AND EACH OF THE FOREGOING ENTITIES’ RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ENTRANT’S PARTICIPATION IN THE EVENT, OR DOWNLOADING OR ACCESSING OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE AWARDED HEREIN, ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT). Entrants further covenant not to sue the Released Parties and hereby acknowledge that the Released Parties have not made and are not responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relating to the Event or any Prizes.

6. LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Event; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the Entry process or the Event; (d) technical or human error which may occur in the administration of the Event or the processing of Entries; (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Event or receipt or use or misuse of any Prize; or (f) undeliverable emails. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Event at the discretion of the Sponsor.
  
7. DISPUTES. Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Event or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the North Carolina courts (state and federal); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Event, but in no event attorneys' fees; and (c) under no circumstances will an Entrant be permitted to obtain awards for, and each 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Event, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.
  
8. PERSONAL DATA; PRIVACY POLICY. All personal information collected from an Entrant during the Event will be held, used and processed by Sponsor in accordance with its Privacy Policy as posted on Sponsor's webpage at <http://www.fieldinghomes.com/privacy-policy>. Entrants must provide all required information for their Entry to be considered eligible.
  
9. SOCIAL MEDIA. The Event is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, or any other social media platform. Each Entrant understands that he or she is providing information to Sponsor and not to Facebook, Instagram, Twitter, or any other social media platform. Each Entrant hereby agrees to release Facebook, Instagram, Twitter and any other social media platform used in connection with the Event from any and all liabilities arising from the Event.