

## STANDARD OFFICIAL RULES

### Van Metre Companies Sweepstakes and Contests, Including Social Media Contests

NO PURCHASE, ENTRY FEE OR SUBMISSION TO A SALES PRESENTATION IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. SUBJECT TO THE REMAINING RULES SET FORTH BELOW, THE CONTEST PROMOTION IS OPEN TO ELIGIBLE ENTRANTS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Agreement to Standard Official Rules.** You have reached this website because you are considering entering one or more of the Van Metre Companies sweepstakes and contests, including social media contests (collectively, “Contest Promotion(s)”). These “Standard Official Rules” govern your participation in all such Contest Promotion(s). By participating in any Contest Promotion(s) you (“You” or “Entrant”) are agreeing to these terms and conditions. Failure to observe the Standard Official Rules may result in disqualification from the Contest Promotion(s) and forfeiture of any Prizes.

2. **Additional Terms and Conditions.** Depending on the Contest Promotion(s) you are participating in, there may be additional terms and conditions that apply to you and your participation (“Additional Terms and Conditions”). Such Additional Terms and Conditions, if any, will be highlighted in entry forms and/or in the promotion and advertising of the particular Contest Promotion(s) to which such Additional Terms and Conditions apply. By participating in any Contest Promotion that is subject to such Additional Terms and Conditions, you also agree to abide by such Additional Terms and Conditions. Failure to observe the applicable Additional Terms and Conditions applicable to Contest Promotion(s) may result in disqualification from the Contest Promotion(s) and forfeiture of any Prizes.

3. **Sponsor.** The sponsor of the Contest Promotion(s) is Van Metre Companies, Inc., 9900 Main Street, Suite 500, Fairfax, Virginia 22031 (the “Sponsor”). These Standard Official Rules are also available on the Van Metre Homes website at [www.vanmetrehomes.com/disclaimer](http://www.vanmetrehomes.com/disclaimer) or by writing to Standard Official Rules – Van Metre Homes Standard Official Rules, c/o Van Metre Homes, Marketing Department, 43045 Van Metre Drive, Suite 200 Broadlands, VA 20148 and identifying the Promotion Name of the applicable Contest Promotion(s). The purpose of the Contest Promotion(s) is to promote the purchase of real property.

4. **Eligibility.** The Contest Promotion(s) are open to **Eligible Entrants** as described in this paragraph, unless otherwise stated in connection with applicable Additional Terms and Conditions. The Contest Promotion(s) offer is void in Florida, New York and Rhode Island, and wherever else this Contest Promotion(s) may be prohibited or restricted by law. Directors, officers, employees, and agents of any Van Metre company (or an affiliate or subsidiary of such company), or any company associated with or involved in the development, production, implementation, and distribution of the Contest Promotion(s) (or an affiliate or subsidiary of such company), and any member of any such person’s immediate family or person living in the same household as such person, are ineligible to enter the Contest Promotion(s). Eligible Entrants must be a resident of the United States and be at least 21 years of age at the time of entry.

5. **Promotion Period.** The Sponsor’s clock is the official clock for the Contest Promotion(s). The Promotion Period for all Contest Promotion(s) shall be set out in the Additional Terms and Conditions, and/or on the Entry Forms and/or on the advertising and promotion of the specific Contest Promotion(s).

6. **Method of Entry and Limitations on Entry.** To be eligible, an entry (“Entry” or “Entries”) to any Contest Promotion(s) must be submitted by the prescribed **Method of Entry** (or Alternate Method of Entry) for the specific Contest Promotion(s) and not exceed any Limitations on Entry prescribed in any Additional Terms and Conditions. The submission of more entries than the allowed under the Limitations on Entry will result in the disqualification of all entries for such Entrants. All Entries become the exclusive property of the Sponsor and will not be acknowledged or returned.

7. **Prize.** At least one (1) prize (or cash equivalent) (the “Prize”) will be awarded for each Contest Promotion(s). Certain Contest Promotions may include additional prizes or multiple prizes. Check the Additional Terms and Conditions for any additional Prizes.

8. **Odds of Winning.** Odds of winning depend on the total number of eligible entries received during the Promotion Period for the specific Contest Promotion(s) being entered.

9. **Selection of Winners.** Winners will be selected according to the rules of the specific Contest Promotion(s). Generally, for sweepstakes, one (1) winner will be drawn at random from among all the eligible entries received at during the Promotion Period applicable to the specific Contest Promotion(s) you are entering. For contests and social media promotional campaigns Contest Promotion(s), winner(s) will be selected according to the rules, terms and conditions of the specific Contest Promotion(s) that Entrant is participating in. Prize Drawing or any judging or selections will be conducted within one (1) week of the end of the applicable Promotion Period. Some Contest Promotion(s) may require Entrants to be present to win. The Entrant chosen or who wins any drawing for the Prize(s) will be notified upon winning by telephone or email at the telephone number or email address listed on the entry or via social media for social media campaign Contest Promotion(s). Up to three (3) attempts will be made to notify the winner. Notified winners will have forty-eight (48) hours from notice to accept the Prize. If applicable, the winner shall have five (5) business days from the date of notification to complete, sign, and return to Sponsor, at Sponsor's request, an Affidavit of Eligibility / Release of Liability and Publicity Release (the “Affidavit and Release”) and to pick up the Prize (at the winner's sole cost and expense). If the Affidavit and Release is not returned to the Sponsor or the Prize is not picked up by the winner within five (5) business days of notification, the winner will forfeit the Prize. If any winner forfeits the Prize or the attempt(s) at notification is/are unsuccessful (or if the winner is found to be ineligible under these Standard Official Rules or any Additional Terms and Conditions) or cannot or does not otherwise comply with the Standard Official Rules), an alternate winner (or winners) will be selected at random from all remaining eligible entries in the particular Contest Promotion(s). The Sponsor will continue such process until a winner is selected for the particular Contest Promotion(s). All non-winning entries to any Contest Promotion(s) will be discarded. The Sponsor is not responsible for returning any entry, and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. The winner is solely responsible for any and all applicable federal, state and local taxes (including, without limitation, income taxes) that may be due as a result of the receipt of any Prize.

10. **General Conditions.** By participating in any Contest Promotion(s), Entrants agree to comply with and be bound by the Standard Official Rules, and all interpretations of the Standard Official Rules and decisions of the Sponsor shall be final in all matters relating to the Contest Promotion(s). The Standard Official Rules cannot be amended or modified by any representation, written or oral, made by any representative or purported representative of the Sponsor or any affiliate of the Sponsor. **Failure to observe the Standard Official Rules will result in disqualification from the Contest Promotion(s) and forfeiture of the Prize.** The Prize is non-transferrable and non-redeemable for cash. The Sponsor reserves the right in its sole discretion to substitute a prize of comparable value for the Prize or cash equivalent.

11. **Promotional Contest(s) Impairment and Disqualification.** The Prize(s) will be awarded, except in the event of an act of God, strike, war, terrorism, order of a governmental authority, or for any other causes beyond the Sponsor's control. In the event that the operation, security, or administration of any Contest Promotion(s) is impaired in any way for any reason, including, but not limited to, fraud, virus or other technical or administrative problem, the Sponsor may, in its sole discretion, either: (a) suspend the affected Contest Promotion(s) to address the impairment, and then resume any Contest Promotion(s) in a manner that best conforms to the spirit of the Standard Official Rules and the applicable Additional Terms and Conditions; or (b) award Prize(s) in a random drawing from among all eligible Entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of any Contest Promotion(s) or to be acting in violation of the Standard Official Rules, any applicable Additional Terms and Conditions, or any other promotion by a Van Metre company (or an affiliate or subsidiary thereof), or in an unsportsmanlike or disruptive manner.

Any attempt by any person to undermine the legitimate operation of Contest Promotion(s) may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision of the Standard Official Rules shall not constitute a waiver of that provision.

12. **"Judging" of Certain Entries.** Some Entries to certain Contest Promotion(s) will be judged according to criteria that may be specified in applicable Additional Terms and Conditions. Sponsor reserves the right to determine all manner and methods of judging and criteria for judging Entries and for selecting all Winners of such Contest Promotion(s). Any other applicable criteria or description for judging of Entries shall be set out in applicable Additional Terms and Conditions for specific Contest Promotion(s).

13. **Rules Applicable to Content Submission in Certain Contest Promotion(s).** Some Contest Promotion(s) require the submission of content, such as photos, videos, written submissions or other tangible creative content from Entrants (collectively, "Creative Submissions"). By submitting Creative Submissions in response to and/or as an Entry to a Contest Promotion(s) you warrant and represent that: (a) you own all rights to the Creative Submission, including, without limitation (as applicable), the video, photo and/or digital recording, photo, or other tangible content contained in the Creative Submission, as well as the performance contained in the Creative Submission, with the exception of any trademarks or logos that belong to Sponsor; (b) to the extent the Creative Submission contains a photo or likeness of any living individual(s) or features the voice(s) of any living individual(s), you are the individual pictured and/or heard in the Creative Submission, or, alternatively, that you have obtained permission from each person appearing in the Creative Submission to grant the rights to the Sponsor described in the "Sponsor's Rights to Entries" section below, and can make written copies of such permissions available to the Sponsor upon request; and (c) the Creative Submission complies with all requirements of these Official Rules. In addition, Creative Submissions must not: (d) violate any third party rights, including, but not limited to, copyrights, trade secret, publicity and trademark rights; (e) contain defamatory, slanderous or otherwise objectionable statements or content; (f) contain content that may be considered offensive, threatening, or harassing, or contain any discriminatory or otherwise illegal content; (g) invade privacy rights or any other rights of any person, business, or group; (h) be obscene or indecent; (i) depict any risky behavior, as determined by the Sponsor in its sole discretion; (j) depict or refer to any product or service other than Van Metre products and services; or (k) have been entered in any other contest or exhibition and may not have been published or distributed in any other media at any time prior or after your submission.

14. **Sponsor's Rights to Entries.** By participating in any Contest Promotion(s) Entrant(s): (a) irrevocably grant the Sponsor, its agents, licensees, and assigns the unconditional and perpetual, exclusive right and permission to use, reproduce, display, distribute, create derivative works based upon and perform, your Entry (including any Creative Submissions) as-is or as-edited (with or without using your name) in any media, whether now known or hereafter developed, throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you; (b) forever waive any rights or claims you have or may ever have relating to or arising out of the Entry and Creative Submission, including claims based upon any intellectual property, rights of privacy or publicity and moral rights, including, without limitation all claims relating to the use of Entrant's name, image, voice or likeness; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Sponsor on the grounds that any use of the Entry, or any derivative work based upon your Entry, infringes any of your rights as creator of the Entry, including, without limitation, any copyrights, trademark rights, privacy, publicity and moral rights.

15. **Rules Applicable to Social Media Campaign Contest Promotion(s).** Occasionally Sponsor runs Contest Promotion(s) via social media, including via Facebook®, Twitter®, and Instagram® in which Sponsor encourages participants to "like," "hashtag" or otherwise participate on social media. Your participation in such social media campaign Contest Promotion(s) is subject to these Standard Official Rules. Any prizes

awarded shall be subject to the Additional Terms and Conditions applicable to such social media campaign Contest Promotion(s).

16. **Publicity Release.** Entry into the Contest Promotion(s) and acceptance of the Prize constitutes permission for the Sponsor and any Van Metre company to use the winner's name, image and/or likeness for advertising and trade purposes (where permissible) without further compensation to the winner, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including, but not limited to, online, unless prohibited by applicable law.

17. **DISCLAIMER AND LIMITATION OF LIABILITY.** NONE OF THE VAN METRE COMPANIES OR THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO ENTRANTS OR ANY OTHER PERSONS RELATING IN ANY WAY TO THE ACCEPTANCE, RECEIPT, OWNERSHIP, USE OR OTHER DISPOSITION OF THE PRIZE OR PARTICIPATION IN THE CONTEST PROMOTION OR THE MANUFACTURE OF THE PRIZE, INCLUDING, BUT NOT LIMITED TO, (A) ANY TECHNICAL MALFUNCTIONS OF THE TELEPHONE NETWORK AND/OR TRANSMISSION LINE, THE U.S. MAIL SYSTEM, OR ANY COMBINATION THEREOF, OR (B) ANY ENTRIES THAT ARE LATE, TAMPERED WITH, GARBLED, INCOMPLETE, MISDIRECTED, LOST, MUTILATED, DELAYED, ILLEGIBLE, CORRUPTED, MECHANICALLY DUPLICATED, OR OTHERWISE NOT IN COMPLIANCE WITH THE STANDARD OFFICIAL RULES, OR (C) THAT THE PRIZE IS FREE FROM DEFECTS IN WORKMANSHIP, MATERIALS OR OTHERWISE. NEITHER THE VAN METRE COMPANIES NOR ANY OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS SHALL BE LIABLE TO ENTRANTS OR ANY OTHER PERSONS FOR, AND, EXCEPT WHERE PROHIBITED BY LAW, THE VAN METRE COMPANIES, ALL OF THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OR PRINCIPALS ARE HEREBY RELEASED FROM ANY REMEDY, LIABILITY, DAMAGES, COSTS, OR LOSSES WHATSOEVER RELATING IN ANY WAY TO THE PRIZE AND THE CONTEST PROMOTION WHETHER ARISING UNDER THESE TERMS OR APPLICABLE LAW, INCLUDING CONTRACT, TORT, STATUTORY, OR ANY OTHER LAW. THE CONTEST PROMOTION IS GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ANY CHOICE OF LAW PROVISION. ANY CLAIMS, DISPUTES OR OTHER MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THE CONTEST PROMOTION OR THE PRIZE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE (COLLECTIVELY, THE "CLAIMS") WILL BE DECIDED EXCLUSIVELY BY THE GENERAL DISTRICT COURT OR CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, TRIAL BY JURY AS TO ANY CLAIM IS HEREBY WAIVED BY ENTRANTS.

18. **Publication of Winner.** If you would like to know the name of the winner of any Contest Promotion(s) by mail, send a self-addressed, stamped envelope to Winner Van Metre Homes Contest Promotion(s) c/o Van Metre Homes, Marketing Department, 43045 Van Metre Drive, Suite 200, Broadlands, Virginia 20148 and identify the Promotion Name of the applicable Contest Promotion(s).