

Village Realty Tesla Lease Program

Contest Official Rules

1. CONTEST.

a. Village Realty Tesla Lease Payment Contest (the “Contest”) is a contest where one Contest Participant will win the Contest Prize or the Back-Up Contest Prize. The Contest Prize is reimbursement of up to \$650.00 per month of the lease payment for a Tesla vehicle for a period of up to thirty-six (36) months and payment by the Sponsor of up to \$2,000.00 toward the down payment on a lease of the Tesla vehicle if, based on the winner’s credit, the winner does not qualify to roll the down payment into the lease. The term of the lease, not to exceed 36 months, shall hereinafter be referred to as the “Lease Term.” The lease payments shall hereinafter be individually referred to as a “Lease Payment” and collectively referred to as the “Lease Payments.” In addition, the down payment shall hereinafter be referred to as “Down Payment” and the Tesla vehicle that is leased shall hereinafter be referred to as the “Tesla Vehicle.” b. In the event the winner does not qualify to lease the Tesla Vehicle (with or without the down payment rolled into the lease) solely in the winner’s name based on the winner’s credit, the sponsor shall have no obligation to award the Contest Prize. The winner shall instead receive the Back-Up Contest Prize, which is payment by the Sponsor of up to \$6,000.00 towards the cost to book a vacation of the winner’s choice through Expedia. c. In order to be eligible to win the Contest Prize or the Back-Up Contest Prize, the winner must meet all terms and conditions set forth in these Official Rules. d. The Contest will commence at 12:01 a.m. EST on December 1, 2019 and conclude at 12:00 p.m. EST on November 30, 2020 (“Contest Period”).

2. SPONSOR. The sponsor of the Contest is Village Realty, LLC. (the “Sponsor”), and the address at which the Sponsor may be contacted is: 3423 Piedmont Road NW, Atlanta, GA 30305.

3. PRIZE INFORMATION AND ODDS OF WINNING.

a. Subject to the terms and conditions of these Official Rules, only one prize will be awarded as set forth in Section 1 above to one of the Contest Participants. If the Contest Prize is awarded, it is limited solely to reimbursement of the Lease Payments, up to \$650.00 per month, for the Lease Term (and the Down Payment if the winner is unable to qualify with his or her credit for a lease where the down payment is rolled into the lease). The Contest Prize has a total value of \$23,400.00 without the Down

Payment and a total value of \$26,400.00 with the Down Payment. The Back-Up Contest Prize has a total value of \$6,000.00. b. The odds of winning the Contest Prize or the Back-Up Contest Prize depend on the number of eligible entries received during the Contest Period. c. The award of the Contest Prize or Back-Up Contest Prize is subject to the restrictions and conditions set forth these Official Rules. The Contest Prize or Back-Up Contest Prize must be accepted as awarded, and the Contest Prize or

1. Back-Up Contest Prize is awarded “AS IS” with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. d. The Contest Prize and Back-Up Contest Prize may vary from prize pictures used to promote the Contest. Any depiction of the Contest Prize or Back-Up Contest Prize is for illustrative purposes only.

4.

ELIGIBILITY.

a. To be eligible for the Contest and to win the Contest Prize or Back-Up Contest Prize, an individual must meet the following criteria at all times during the Contest Period and at the time of the drawing: a) hold a valid real estate salesperson’s or broker’s license with the State of Georgia; b) be a real estate agent licensed with Sponsor and have an executed, active Independent Contractor Agreement with Sponsor; c) be current on any and all bills, statements or invoices that Sponsor submits to the individual (or any entity owned by the individual) for any fees, expenses or other financial obligations that the individual is responsible for pursuant to the Independent Contractor Agreement or any other agreement the individual has executed with Sponsor; d) be 18 years of age or older; e) have a valid Georgia driver’s license; and f) comply with all other terms and conditions set forth in these Official Rules. These criteria shall hereinafter collectively be referred to as the “Contest Eligibility Criteria.”

b. Sponsor, and its respective recruiters, transaction coordinators, customer service representatives, executives, affiliates, subsidiaries, vendors, agencies and divisions, participating promotional partners, and each of their respective employees and immediate family members (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) are ineligible to participate in the Contest.

c. Each individual that participates in the Contest agrees to be subject to and abide by the terms and conditions set forth in these Official Rules. Any deviation from these terms and conditions on the part of any participant will render that contestant ineligible. (hereinafter, an individual who meets the Contest Eligibility Criteria set

forth in this section shall be a, “Contest Participant,” and all individuals who meet the Contest Eligibility Criteria set forth in this section shall be the “Contest Participants”). A Contest Participant is subject to verification prior to the awarding of the Contest Prize or Back-Up Contest Prize, and agrees to cooperate with any and all verification activities. d. If at any time during the Contest Period or at the time of the drawing, an individual does not meet or fails to abide by one or more of the Contest Eligibility Criteria, Sponsor has the right to prohibit that individual from participating in the Contest or receiving the Contest Prize or Back-Up Contest Prize. In addition, the winner shall forfeit his or her win and Sponsor shall have no further obligation to the winner in relation to the Contest Prize, including, without limitation, no further obligation to pay any portion of the Down Payment or any Lease Payments, if at the time of entering into the lease for the Tesla Vehicle or at any time during the Lease Term:

2. a) winner does not have a valid real estate salesperson’s or broker’s license with the State of Georgia and is no longer licensed with Sponsor; b) winner does not have an executed Independent Contractor Agreement with Sponsor; c) winner is not current on any bills, statements or invoices Sponsor submits to the winner (or any entity owned by the winner) for any fees, expenses or other financial obligations that the winner is responsible for pursuant to the Independent Contractor Agreement or any other agreement the winner has executed with Sponsor; d) winner does not have a valid Georgia driver’s license; or e) winner is in default of any terms or conditions set forth in the Tesla Lease Program Contest Agreement. These criteria shall hereinafter collectively be referred to as the “Prize Eligibility Criteria.” Likewise, the winner shall forfeit his or her win and Sponsor shall have no further obligation to the winner in relation to the Back-Up Contest Prize if at the time of booking the vacation the winner does not meet all of the Prize Eligibility Criteria. e. All decisions of Sponsor, including, without limitation, decisions regarding whether an individual satisfies or has complied with the Contest Eligibility Criteria or the Official Rules of the Contest, the selection of the winner, the awarding of the Contest Prize or Back-Up Contest Prize and whether an individual has complied with the Prize Eligibility Criteria, are made in Sponsor’s sole discretion and are final and binding in all respects.

5. HOW TO ENTER.

a. Only Contest Participants will have a chance to participate in the drawing and win the Contest Prize or Back-Up Contest Prize. b. To qualify for a chance to win, a Contest Participant must refer a Georgia licensed real estate salesperson or broker (hereinafter,

referred to individually as the “Referred Agent” and collectively as the “Referred Agents”) to Sponsor. In order for a Referred Agent to be eligible he or she must meet the following requirements: a) the Referred Agent’s real estate salesperson’s or broker’s license must be in good standing with the Georgia Real Estate Commission at the time the referral is made; b) the Referred Agent must meet with an owner/recruiter of Sponsor in person to discuss the Referred Agent joining Sponsor; c) the Referred Agent cannot have previously been a real estate agent of Sponsor within 12 months prior to the Contest conclusion date; and d) the Referred Agent must be expecting to be contacted by Sponsor; mere contact or communication by a Contest Participant with a real estate agent or broker does not entitle Contest Participant to credit for the Referred Agent. Contest Participants may refer licensed real estate agents and brokers to Sponsor through the website www.VRcontests.com. c. Proof of submission containing a Referred Agent’s contact information will not be deemed to be proof of receipt by Sponsor. d. For each eligible Referred Agent of a Contest Participant that Sponsor receives within the Contest Period, Contest Participant shall receive one entry into the drawing. If an eligible Referred Agent is referred by more than one Contest Participant during the Contest Period, the Contest Participant who referred the eligible Referred Agent first shall receive credit for the eligible Referred Agent. In the event a dispute arises as to the source of an eligible Referred Agent, the

3. Referred Agent shall inform Sponsor who should receive credit for the Referred Agent’s referral. However, Sponsor shall take into account all information available and reserves the right to make the final decision as to which Contest Participant shall receive credit for an eligible Referred Agent.

6. DRAWING INFORMATION AND NOTIFICATION.

a. The winner of the Contest will be determined by draw. The drawing for the Contest Prize shall be held in the month of December 2020 at a location in Atlanta, Georgia to be determined. The specific time and location of the drawing will be announced to every Contest Participant at a time prior to December 2020. b. At the drawing, one of the owners of Sponsor shall select an employee or agent of Sponsor to randomly draw one (1) provisional winner from all entries. Sponsor reserves the right to draw three (3) alternates from among the pool of entries and record them in order in case an invalid entry or ineligible entrant is drawn. All Contest Participants must be present at the drawing to be eligible to win. c. The Contest Participant that is selected as the winner must have complied with the terms and conditions of the Official Rules of the Contest at all times, and winning is contingent on fulfilling all requirements of these

Official Rules. If the provisional winner declines the Contest Prize and Back-Up Contest Prize or is ineligible, the Contest Prize (or the Back-Up Contest Prize as the case may be) will be offered to the first alternate that was drawn. If the first alternate declines the Contest Prize and Back-Up Contest Prize or is ineligible, the second alternate that was drawn will be offered the Contest Prize (or the Back-Up Contest Prize as the case may be). A maximum of three (3) alternates will be contacted. If the original provisional winner and three alternatives are all ineligible or decline the Contest Prize and Back-Up Contest Prize, neither the Contest Prize nor the Back-Up Contest Prize will be awarded. d. The provisional winner will be notified in person at the drawing. However, if during the verification process it is subsequently determined that an invalid entry or ineligible entrant was drawn, an alternate winner will be notified by mail or email and telephone within two business days of being determined as the winner.

7. PRIZE RESTRICTIONS AND CONDITIONS.

a. Neither the Contest Prize or the Back-Up Contest Prize is exchangeable, nor is it transferable or assignable. The Contest Prize and Back-Up Contest Prize, or any portion of either, cannot be redeemed for cash. The winner will be issued an IRS Form 1099 since the retail value of the Contest Prize or the Back-Up Contest Prize is more than \$600.00. b. The winner must enter into the lease for the Tesla Vehicle or have the vacation booked through Expedia within 30 days from the date of the drawing. c. In relation to the Contest Prize, the winner must apply and qualify for the lease solely in his or her own name and with his or her own credit. The winner must also make every effort to roll the down payment into the lease payments for the Tesla Vehicle as part of qualifying for the lease with his or her own credit. The Sponsor will only pay the Down Payment portion of the Contest Prize if based on the winner's credit the winner does not qualify to roll the down payment into the lease.

4 d. The winner will be required to execute a Tesla Lease Program Contest Agreement, an Affidavit of Eligibility and Liability/Publicity Release and certain tax forms (hereinafter collectively referred to as the "Prize Documents") prior to claiming the Contest Prize or Back-Up Contest Prize. With respect to the Contest Prize, the winner must also provide such other information as may be required to own or operate a motor vehicle within the State of Georgia prior to claiming the Contest Prize. Sponsor shall have no obligation to pay any portion of the Down Payment to the winner or reimburse the winner for any Lease Payment unless the winner completes and/or executes the Prize Documents and provides any required information by the date and/or time specified in such documents or by Sponsor. Likewise, Sponsor shall have no obligation to pay any portion of the Back-Up Contest Prize unless the winner completes and/or executes the Prize Documents by the date

and/or time specified in such documents or by Sponsor. e. A winner may be disqualified and have to forfeit the Contest Prize and Back-Up Contest Prize if that winner 1) cannot be contacted within three business days of the first attempt to contact him or her; 2) fails to return the executed Prize Documents or other requirement information within the specified time; 3) does not comply with the Official Rules of the Contest; 4) with respect to the Contest Prize is unable to qualify for a lease of a Tesla vehicle solely in his or her own name and with his or her own credit; or 5) is found to be ineligible for any reason. If a winner is disqualified, and has to forfeit the Contest Prize prior to entering into the lease for the Tesla Vehicle or the Back-Up Contest Prize prior to the vacation being booked through Expedia, Sponsor may select an alternate winner as provided in Section 6 above, subject to any approval or directions of a relevant regulatory authority. f. Title and insurance for the Tesla Vehicle shall be in the name of the winner alone, and Sponsor shall have no liability for any claims against the winner associated with his or her ownership, use and operation of the Tesla Vehicle. g. Winner shall be responsible for any fees and costs charged during, or at the end of, the Lease Term, in relation to the lease of the Tesla Vehicle, including but not limited to those fees and costs associated with mileage overages or damage caused to the Tesla Vehicle. Winner may elect to purchase, at winner's sole expense, additional miles as part of the lease of the Tesla Vehicle. h. If the winner is awarded the Back-Up Contest Prize, the winner shall be responsible for any and all fees and costs in excess of \$6,000.00 in relation to the vacation that is booked through Expedia. i. By entering the Contest, each participant consents without limitation and without further compensation, consideration, notice, review or consent, to the use in perpetuity of his or her name, biography, voice, likeness, photograph, video, opinions, testimonials and statements by Sponsor and its respective designees, successors, assigns, affiliates and promotional partners for advertising and promotional purposes in any manner or media. As part of the advertising and promotional activities, each participant also consents without limitation to participate in videos and providing video, audio or written testimonials. Failure to make promotional appearances requested by Sponsor or grant such rights as reasonably requested by Sponsor shall constitute a violation of the Contest Eligibility Criteria and Prize Eligibility Criteria, and it may result in the

5 disqualification from participating in the Contest and forfeiture of the Contest Prize and the Back-Up Contest Prize.

8. GENERAL CONDITIONS.

a. In the event that Sponsor does not receive a minimum of fifty (50) new Referred Agents from the Contest Participants during the Contest Period, Sponsor reserves the

right to cancel the Contest in its entirety. b. Sponsor reserves the right, in its sole discretion, to disqualify any Contest Participant it finds to be tampering with the entry process or the operation of the Contest, to be acting in violation of the terms and conditions in these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or for any other reason deemed reasonable by Sponsor. c. If after the Contest has begun changes or updates in these terms and conditions are deemed necessary by Sponsor, all changes will be announced on the day that the change takes effect. Sponsor reserves the right to change these terms and conditions at any time as it determines necessary in its sole discretion. d. Sponsor reserves the right to terminate the Contest if fraud, misconduct or technical failures destroy the integrity of the Contest, or for any other reason deemed reasonable by Sponsor. e. Sponsor's failure to enforce any terms or conditions of these Official Rules shall not constitute a waiver of that or any other provision of these Official Rules.

9. LIMITATIONS OF LIABILITY.

a. With respect to the Contest Prize, Sponsor shall not be responsible or held liable for any down payment or lease payment owed in relation to the lease of the Tesla Vehicle. The winner shall be solely responsible for any amounts owed in relation to any down payment or lease payment. In addition, Sponsor shall not be responsible or held liable for any fees, taxes (federal, state or local), registration, maintenance, repairs, or insurance associated with the Contest or the lease of the Tesla Vehicle, or for any late charges, fees, penalties or negative credit reporting resulting from winner's failure to make the lease payments for the Tesla Vehicle. These are all the sole responsibility of the winner. b. Subject to the terms and conditions set forth in these Official Rules, Sponsor's responsibility in relation to the Contest Prize is limited to reimbursing the winner for the Down Payment for the lease (a maximum of \$2000.00) of the Tesla Vehicle at the time that the winner enters into the lease and paying the amount of the monthly Lease Payment, up to \$650.00, to the winner on the first day of each month. The winner must apply the Down Payment and any Lease Payments the winner receives from Sponsor towards the lease of the Tesla Vehicle. c. With respect to the Back-Up Contest Prize, Sponsor shall not be responsible or held liable for any fees or costs in excess of \$6,000.00 in relation to the vacation that is booked through Expedia, or for any taxes, penalties or other expenses that are in any way associated with the Back-Up Contest Prize. Subject to the terms and conditions set forth in these Official Rules, Sponsor's responsibility is limited to payment of up to \$6,000 towards the cost to book a vacation of the winner's choice through Expedia. The winner may not use Sponsor's payment for any other purpose.

d. All Contest Participants agree to forever and irrevocably release and hold harmless Sponsor, its parents, subsidiaries, divisions, designees, and successors, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers and all of their respective directors, officers, employees, managers, members, owners, agents and/or, legal counsel from all losses, damages, penalties, claims, actions, suits, costs, and expenses of any kind whatsoever and any property damage, personal injury, or death to any participant or third person caused by or arising in whole or in part, directly or indirectly, out of or in connection with participation in the Contest or with the award, receipt or use of any prize awarded in the Contest. e. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest or the equipment used in its administration. This includes, but is not limited to, Sponsor having no responsibility for any incorrect or inaccurate information, or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified.

10. DISPUTES. As a condition to participating in the Contest, Contest Participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in Fulton County, Georgia having competent jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Contest Participant or Sponsor in connection with the Contest 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. Contest Participants submit to sole and exclusive personal jurisdiction to said court for any dispute and irrevocably waive any and all rights to object to such jurisdiction. Further, in any such dispute, Contest Participants agree that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and under no circumstances will any Contest Participants be permitted to obtain awards for, and each hereby waives all rights to claim attorney's fees, punitive, incidental, consequential or any other damages, other than those for actual out-of-pocket expenses, or to have damages multiplied or otherwise increased.

11. OFFICIAL RULES. These official rules of the Village Realty Tesla Lease Payment Contest ("Official Rules") are available at www.VRcontests.com. The Official Rules shall also be located in the training room/business center/copy room at Sponsor's Alpharetta, Marietta and Midtown office locations, and the administration office at Sponsor's Buckhead office

location.