

**PINNACLE AT TURKEY CREEK
11251 Parkside Dr.
Knoxville, TN 37934**

HART TC LLC I-III, LLC and HART TC IV, LLC
11251 Parkside Dr.
Knoxville, TN 37934

OFFICIAL CONTEST RULES FOR 7 DAYS OF DENIM GIFT CARD GIVEAWAY

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER, WIN OR RECEIVE A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. YOU MUST BE PRESENT TO WIN.

Only individuals who are legal residents of the 50 United States and the District of Columbia or citizens of the United States and who are 18 years of age or older at the time of the drawing are eligible to enter the drawing. By participating, each entrant agrees to be bound by these rules and the decisions of **HART TC LLC I-III, LLC and HART TC IV, LLC 11251 Parkside Drive, Knoxville, TN 37934**, its affiliates, and its judges, which shall be binding and final in all respects.

Entrants may register for one (1) of the drawings described below by submitting an official entry form, in accordance with the rules for either drawing, or by using the mail-in alternative described below.

This **7 Days of Denim Giveaway** (the "Sweepstakes") is sponsored by **HART TC LLC I-III, LLC and HART TC IV, LLC (the "Sponsor") 11251 Parkside Drive, Knoxville, TN 37934** the owner of **The Pinnacle at Turkey Creek**. The Sweepstakes is governed by these Official Rules. By participating in the Sweepstakes, each entrant unconditionally agrees to be bound by and comply with these Official Rules (including all eligibility requirements) and the decisions of Sponsor, which shall be final and binding in all respects. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited by law. This Sweepstakes is a sales promotion for **The Pinnacle at Turkey Creek 11251 Parkside Dr. Knoxville, TN 37934**.

There will be two (2) separate drawings as follows:

1) **ON-SITE DRAWING.** One (1) drawing at **Lizard Thicket**, at **The Pinnacle at Turkey Creek 11369 Parkside Dr. #930, Knoxville, TN 37934**, where the winner will be selected in a random drawing at 11:00 AM Eastern Standard Time on Saturday, October 14, 2017, from among all complete, qualified and eligible Entries received between the hours of 10:00 AM and 11:00 AM Eastern Standard Time. **The entrant must be present at this location at the time of this drawing to win.** To register for this drawing, using an official entry form, eligible persons must fill out and submit an official entry form at **Lizard Thicket** during the time specified above for registration (registration forms and a submission box will be available at **Lizard Thicket**).

2) **INSTAGRAM DRAWING.** One (1) drawing where the winner will be selected in a random drawing at 6:00 PM Eastern Standard Time on Friday, October 13, 2017, from among all complete, qualified and eligible Entries received during the Promotion Period (as defined below). The entrants for this drawing need not be present to win.

1. ON-SITE DRAWING - OFFICIAL RULES

AN ENTRANT MUST BE PRESENT AT THE TIME OF THE ON-SITE DRAWING IN ORDER TO WIN THE GIFT CARD PRIZE.

Each entrant may register only once. No purchase or payment of any kind is required to enter, win or receive the Gift Card. A purchase does not increase an entrant's chances of winning. Entrants shall not be allowed to register or accept a Gift Card prize for other persons. Neither Sponsor, Bayer Properties, L.L.C., nor their affiliates or their respective employees, representatives, agents or agencies, shall be responsible for lost, late, damaged, or destroyed Gift Card.

ENTRY:

To register, you may also print your name, address, city, state, zip code, phone number and age on a 3x5 card, and mail it in a self-addressed, stamped envelope to **The Pinnacle at Turkey Creek, Attention: 7 Days of Denim Giveaway, 11251 Parkside Dr. Knoxville, TN 37934**. Mailed entries must be received at the above address on or before Friday, October 13, 2017, which is the final day of accepting mailed entries. All mailed entries received after Friday, October 13, 2017, are void and ineligible for prizes. Each mailed and properly completed card will be entered into the **ON-SITE DRAWING**, and **IN ALL CASES, AN ENTRANT MUST BE PRESENT AT THE TIME OF THIS DRAWING IN ORDER TO WIN A PRIZE AT THIS DRAWING**. Each entrant may mail in only one card. If an entrant mails in more than one card, only the initial entry from the entrant shall be entered into the **ON-SITE DRAWING**, and the other entries from such entrant shall be discarded. Winner is not eligible to enter into the Instagram Drawing described in Section (2).

All entries properly filled out and deposited in the applicable submission box during the submission period described above will be entered in the applicable drawing or drawings described above. All entries not properly filled out and deposited in the applicable submission box during the submission period described above shall be deemed void and ineligible for entry in the applicable drawing.

No photocopied or mechanically reproduced entries will be accepted. All entries become the property of Sponsor and will not be returned. Neither Sponsor, Bayer Properties, L.L.C., their affiliates, nor any of their employees, representatives, agents or agencies, is responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete or illegible entries. Irregular entries will be deemed void.

WINNER SELECTION:

Winner of the **ON-SITE DRAWING** must be present to win. Winner will be selected in a random drawing from all legible, complete, and qualified entries received. Winner of the **ON-SITE DRAWING** will be notified in person at the time of the Drawing.

Persons receiving a Gift Card may be required to sign and return a form of release in order to receive the Gift Card. In the event of non-compliance with these requirements, the Gift Card will be forfeited and an alternate winner will be selected. Entrants waive the right to assert, as a cost of receiving the Gift Card, any and all costs of redemption or travel to redeem the Gift Card. Ineligible entrants will be disqualified and Gift Card awarded to an alternate. The Gift Card is non-refundable. No substitution or cash equivalent of the Gift Card. The awarding of a Gift Card does not obligate the winner. If entrant is not present at the Drawing to receive his or her prize, or if prize winner cannot be located, the prize will be forfeited and an alternative winner will be selected at the time of the Drawing. Ineligible entrants will be disqualified and prizes awarded to an alternate at the Drawing.

All federal, state and local laws apply. All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the Gift Card, are the sole responsibility of the Gift Card recipient.

RELEASE:

If requested, Gift Card recipients agree to provide Sponsor with such information as it may require for tax information reporting. By participating, each entrant releases Sponsor, its parents, subsidiaries, affiliates and the directors, members, shareholders, officers, employees, agents and agencies of any of the above organizations, from any and all liability for any injuries, losses, tax liabilities or damages of any kind arising from entrant's participation in this Sweepstakes or resulting from acceptance, possession, use or misuse of any Gift Card.

PRIVACY:

By accepting a Gift Card, each participant consents to the use of participant's name, likeness and/or biographical information for advertising, trade and promotional purposes on behalf of Sponsor and/or its affiliates in any and all media and without further compensation or permission, where legal. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this promotion in the event that printing errors, viruses, unauthorized intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension.

Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective members, officers, directors and employees (collectively, the "Promotion Entities"), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize.. The name of the Gift Card recipient and his/her address will be available upon request at no charge at the customer services desk of Sponsor at **The Pinnacle at Turkey Creek 11251 Parkside Dr. Knoxville, TN 37934** within thirty (30) days from the date of the **Lizard Thicket** Drawing or by mail at no charge within such period by writing to at **The Pinnacle at Turkey Creek at 11251 Parkside Drive, Knoxville, TN 37934, Attention: 7 Days of Denim Giveaway.**

The odds of winning depend on the number of valid entries received.

A copy of these Official Sweepstakes Rules is also available at pinnacleatturkeycreek.com

PRIZE: One (1) winner will receive one (1) Prize of a Gift Card worth Two Hundred Fifty Dollars (\$250.00) ("Gift Card").

2. INSTAGRAM DRAWING - OFFICIAL RULES

INSTAGRAM DOES NOT SPONSOR, ENDORSE, OR ADMINISTER THE SWEEPSTAKES.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to **HART TC LLC I-III, LLC and HART TC IV, LLC** (the "Sponsor") **11251 Parkside Drive, Knoxville, TN 37934**, the owner of **The Pinnacle at Turkey Creek** Instagram page and not to Instagram.

PROMOTION PERIOD:

The Sweepstakes begins on Saturday, October 7, 2017, at 10:00 AM Eastern Standard Time and ends on Saturday, October 14, 2017, at 11:00 AM Eastern Standard Time (the "Promotion Period"). Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the

Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

ELIGIBILITY:

The Sweepstakes is open only to legal residents of the fifty United States (including the District of Columbia) who are eighteen (18) years of age or older as of the entry date. Void where prohibited by law. Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective members, officers, directors and employees (collectively, the "Promotion Entities"), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize. Winner is not eligible to enter into the ON-SITE DRAWING described in Section (1) above.

ENTRY:

Enter the Sweepstakes during the Promotion Period online by **FOLLOWING our Instagram, and TAGGING three friends in the post.** To participate, all requested information must be provided. One entry per entrant. Duplicate entries and automated or robotic entries submitted by individuals or organizations will be disqualified. Entry must be made by the entrant. Any attempt by an entrant to obtain more than one entry by using multiple or different addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant's entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth in these Official Rules. All entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official time keeper for this Sweepstakes. By participating, each entrant grants Sponsor permission to use his or her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law.

WINNER SELECTION:

The winner of the Instagram Drawing need not be present to win. The winner will be selected in a random drawing at 6:00 PM Eastern Standard Time on Friday, October 13, 2017 from among all complete, qualified and eligible Entries received during the Promotion Period. The random drawing will be conducted by Sponsor or its designated representatives, whose decisions are final. The winner will be announced on the Instagram page of **The Pinnacle at Turkey Creek** and by direct message to the winner at 6:00 PM Eastern Standard Time on Friday, October 13, 2017. In the event of non-compliance with applicable requirements of these Official Rules, the prize will be forfeited and an alternate winner will be selected. Entrants waive the right to assert, as a cost of winning the prize, any and all costs of redemption or travel to redeem the prize. Winners shall pick up prize at the Guest Services offices of **The Pinnacle at Turkey Creek 11251 Parkside Dr. Knoxville, TN 37934.** However, if travel to **The Pinnacle at Turkey Creek** to pick up the prize is inconvenient for the winner due to distance or other reasonable cause, the Sponsor will deliver the prize to the winner by U.S. mail or delivery service. If prize notification is returned as undeliverable, or if prize winner cannot be located, or if the prize is not collected within ten (10) days after the winner has been notified, the prize will be forfeited and an alternative winner will be selected. Ineligible entrants will be disqualified and the prize awarded to alternates. The odds of winning depend on the number of valid entries received.

PRIZE: One (1) winner will receive one (1) gift card worth Two Hundred Fifty Dollars (\$250.00) ("Gift Card").

The odds of winning depend on the number of valid entries received. Only one prize will be awarded. Gift Cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to

award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The approximate retail value of the prize represents Sponsor's good faith determination, which is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated approximate retail value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Prize will only be awarded and/or delivered to addresses within the United States of America. By accepting a prize, the participant consents to the use of participant's name, likeness and/or biographical information for advertising, trade and promotional purposes on behalf of Sponsor in any and all media and without further compensation or permission, except where prohibited by law. All federal, state or local taxes, fees, or surcharges associated with the receipt or use of any prize are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

PRIVACY:

If an entrant is chosen as a winner, certain of entrant's personally identifying information may be disclosed to third parties in the announcement of the Sweepstakes winner on Instagram and on a winner's list. All personal information submitted as part of the Sweepstakes may be shared by and between the Promotion Entities, and each of the Promotion Entities may use such information in accordance with their respective independent online privacy policies.

RELEASE:

By participating in the Sweepstakes, each entrant completely and fully releases and agrees to indemnify and hold harmless Sponsor, Instagram and their respective affiliates, members, shareholders, officers, directors, agents, employees, attorneys, successors and assigns (collectively, the "Released Parties") from any and all liability, claim, demand, action, or cause of action of every kind, direct, indirect and consequential, legal, equitable and otherwise, known and unknown, conditional and unconditional (collectively, "Claims") against any one, or more, or all, of the Released Parties arising out of, in connection with or relating to this Sweepstakes or the entrant's participation in this Sweepstakes, or resulting from the entrant's possession, use or misuse of any prize.

DISCLAIMERS:

Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or any other person's computer related to or resulting from participating downloading materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible entries received prior to or after such cancellation, suspension, or modification.

REGISTRATION DISPUTES:

In the event of a dispute concerning who registered online to participate in the Sweepstakes, the registration will be declared to have been made by the "authorized account holder," defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

COPIES OF RULES; NAMES OF WINNER:

A copy of these Official Rules is available at pinnacleatturkeycreek.com and the management office of **The Pinnacle at Turkey Creek 11251 Parkside Dr. Knoxville, TN 37934**. The name of the winner will be available upon request at no charge at the customer services desk at **The Pinnacle at Turkey Creek 11251 Parkside Dr. Knoxville, TN 37934**, within 30 days from the date of the Sweepstakes drawing or by mail at no charge within such period by writing to **HART TC LLC I-III, LLC and HART TC IV, LLC 11251 Parkside Drive, Knoxville, TN 37934**, Attention: **7 Days of Denim Giveaway**.

INSTAGRAM DISCLAIMER:

Entrants are providing their information to the Sponsor and not to Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

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