Cross Creek West That's Amore Official Rules

THE CONTEST: The "That's Amore" contest (the "Contest") is open to realtor's and members of the general public. One lucky member of the public (the "General Entrant"), and one lucky realtor ("Realtor Entrant") (General Entrant and Realtor Entrant may collectively be referred to as the ("Entrant") will win a \$5,000 prize ("Contest Prize") to be applied to a trip to Italy or to a travel destination of the Entrant's choice.

NOTICE: The promotional materials associated with this Contest advertise a trip to Italy. The actual prize awarded is a five thousand and no/100 dollars (\$5,000.00) travel voucher or check, which may be applied toward a trip to Italy or a travel destination of the winner's choice.

ENTRANTS MUST CONSENT TO FILLING OUT PERSONAL INFORMATION IN ORDER TO PARTICIPATE. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules. The Contest for General Entrants begins at 12:00:01 a.m., Central Daylight Time ("CDT") on October 24, 2025("General Entrant Contest Start Date") and ends at 11:59:59 p.m. CDT on January 31, 2026 ("General Entrant Contest Period").

The Contest for Realtor Entrants begins at 12:00:01 a.m., Central Daylight Time ("<u>CDT</u>") on October 24, 2025("Realtor Entrant <u>Contest Start Date</u>") and ends at 11:59:59 p.m. CDT on November 23, 2025 ("Realtor Entrant <u>Contest Period</u>"). The Realtor Entrant Contest Period and General Entrant Contest Period may collectively be referred to as the "Contest Period".

ELIGIBILITY: This Contest is open to all legal residents of the United States and District of Columbia who are 21 years of age or older as of the Contest Start Date. Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, its subsidiaries, affiliates, retailers, distributors and advertising and promotion agencies, and prize suppliers, and any other entities directly associated with this Contest (collectively, "Released Parties"), are not eligible to participate. All federal, state, and local laws and regulations apply.

Notwithstanding the foregoing, the Realtor Contest is only open to Texas licensed realtors.

HOW TO ENTER: During the Contest Period, Entrants must scan the designated QR code, located in each Cross Creek West model home, and complete the online registration form by submitting accurate contact information Scanning the designated QR code in each model home is considered as one entry.

Those who submit will be entered to win the Contest Prize. There will only be one (1) Realtor Entrant selected and one (1) General Entrant selected.

Contest Participants are subject to all notices posted online including, but not limited to, the Privacy Policies and Rules found at https://www.crosscreekwesttx.com/privacypolicy.

This Giveaway is sponsored by Fulshear FF Texas Holdings LP ("Sponsor"). The Sponsor, nor any of its affiliates may be held liable for any failure of receipt of contracts and takes no responsibility for any contracts which are lost, delayed, illegible, corrupted, damaged, incomplete or otherwise invalid.

LIMIT: One (1) entry per person, per household. Once submitted, an entry cannot be deleted, canceled or modified. In the event of a dispute as to entries submitted by multiple individuals using the same email account, entrant is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

WINNER NOTIFICATION: One General Entrant and one Realtor Entrant will be chosen by random drawing on February 9, 2026. The Contest Prize will not be awarded until the prize conditions set forth herein are met. Winner must be 21 years or older and will be selected at random by the Sponsor, whose decisions are final and binding in all matters relating to this Contest. Odds of winning will depend on the total number of eligible entries received. Each winner will be contacted by phone and/or email and will take receipt of the Prize at the Waterhole in Cross Creek West 31427 Cross Creek W Blvd, Fulshear TX 77441. Sponsor is not responsible for delivery of the Contest Prize.

By accepting any prize, the Contest Prize winner agrees to release the Sponsor, the Released Parties, and prize suppliers from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, delivery or use/misuse of prize awarded. No substitution or transfer of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available.

PRIZE CONDITIONS: Each Contest Prize winner must provide a valid driver's license or other acceptable government-issued identification card and IRS W-9 form to take delivery and must take delivery by January 15, 2026. The Prize winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release to be returned within 5 days of written notification, or prize may be forfeited and an alternate winner selected. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within seven (7 days from the first notification attempt, or if potential winner fails to return requisite document within the specified time period, or if a potential winner is not in compliance with these Official Rules, such then such person (household) shall be disqualified and an alternate winner will be selected for the Contest Prize at issue.

The Contest Prize, is nonnegotiable, non-exchangeable, non-assignable or 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 the prize not specified herein are the winner's sole responsibility. THE CONTEST 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 CONTEST PRIZE.

LIMITATIONS OF LIABILITY: If for any reason this Contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. 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, or alteration of, entries.

CONTEST PRIZE TERMS AND CONDITIONS:

The Contest Prize winners are responsible for all federal, state, local sales taxes and income taxes associated with winning prizes. Except where prohibited by law, entry and acceptance of the Contest Prizes or any portion thereof constitute permission for the Sponsor and their designees, to use winner's name, prize won, hometown, likeness, biological material (city and state), 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 additional compensation, notification or permission.

Participating Entrants agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor, Advertising Participants, and their affiliated companies, and all other businesses involved in this Contest, 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 Contest Prize offered. Entrant assumes all liability for any injury or damage caused or claimed to be caused by participation in this Contest or use/misuse or redemption of the Contest 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 Contest Prize.

Each Entrant further agrees to indemnify and hold harmless released parties 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 released parties and hereby acknowledge that released parties 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 the Contest Prize. Sponsor is not responsible for the actions of Entrants in connection with any contest or 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 Contest, each Entrant gives consent for Sponsor to obtain and deliver his/her name and other information to third parties for the purpose of administering the Contest and to comply with applicable laws, regulations and rules. Entrants may be required to show proof of eligibility for this Contest. 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 contest Sponsor or 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.

USE OF DATA: Sponsor will be collecting personal data about entrants, e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: www.crosscreekwesttx.com/privacy. By participating in the Contest and providing your e-mail address, entrants hereby acknowledge and agree to Sponsor's collection and usage of their personal information as stated in the Sponsor's Privacy Policy and also agree

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.

THIS CONTEST IS SUBJECT TO ALL FEDERAL, STATE AND MUNICIPAL LAWS. BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED.