

## **WEIRBRIDGE VILLAGE APARTMENTS TOYOTA PRIUS GIVEAWAY**

### **OFFICIAL RULES AND CONDITIONS OF ENTRY**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE A LEGAL RESIDENT OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND, AND 18 YEARS OF AGE OR OLDER TO ENTER. VOID WHERE PROHIBITED.**

1. **PROMOTION PERIOD:** The Weirbridge Village Apartments Toyota Prius Giveaway promotion (the "Promotion") begins at 12:01 a.m. Eastern Time ("ET") on July 1, 2011 and ends at 11:59 p.m. ET on December 31, 2011 (the "Promotion Period").
2. **SPONSOR:** Weirbridge Village Apartments, LLC, 1 Legacy Oaks Place, Asheville, North Carolina 28803
3. **ELIGIBILITY.** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, excluding Florida, New York, and Rhode Island, who are 18 years of age or older as of the date of entry. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Sponsor, Sponsor's promotional partners, or any of their respective parent companies, subsidiaries, distributors, affiliates and companies involved in the design, implementation and execution of the Promotion (the "Promotion Partners") are not eligible to participate in the Promotion. The Promotion is subject to applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law.
4. **AGREEMENT TO THE OFFICIAL RULES:** By entering the Promotion, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Promotion. Winning the prize is contingent upon fulfilling all requirements set forth herein.
5. **HOW TO ENTER:**
  - a. **CURRENT RESIDENTS:**
    - i. **LEASE RENEWAL:** One entry will be provided to each current resident of the Weirbridge Village Apartments who enters into a lease renewal with a renewal term of at least one year, which expires on or after July 1, 2012 through December 31, 2012.
    - ii. **QUALIFIED REFERRAL:** One entry will be provided to each current resident of the Weirbridge Village Apartments who provides a Qualified Referral to an authorized representative of the Weirbridge Village Apartments. A "Qualified Referral" is a person referred by a current

resident that enters into a qualified lease agreement with an initial term of at least one year, which expires on or after July 1, 2012 through December 31, 2012.

- b. **NEW RESIDENTS:** One entry will be provided to each non-resident of the Weirbridge Village Apartments who enters into a qualified lease agreement with an initial term of at least one year, which expires on or after July 1, 2012 through December 31, 2012.
- c. **ALTERNATE METHOD OF ENTRY:** Visit the Weirbridge Village Apartments office at 1 Legacy Oaks Place, Asheville, North Carolina 28803 to receive an entry form, complete it and deposit it in the contest box. Office hours are Monday through Friday 9am to 5pm ET, Saturday 10am to 5pm ET, and Sunday 1pm to 5pm ET.

All entries must be received by 11:59 p.m. ET on December 31, 2011 to be eligible. Only those entries actually received by Sponsor will be entered in the random prize drawings set forth in Section 6 herein. All times are measured by Sponsor's clock. Proof of sending is not proof of receipt. **Entrants may not submit more than one entry.** Sponsor and the Promotion Partners are not responsible for lost, late, illegible/garbled, incomplete, damaged or misdirected entries. All entries become the property of Sponsor and the Promotion Partners and will not be acknowledged or returned. False or deceptive entries or acts will render the entrant ineligible. Entrants will be entered into the Weirbridge Village Apartments mailing list to receive the latest Weirbridge Village Apartments news and special offers. Entrants who do not wish to receive such communications via emails may opt out upon receipt of the first email or any email thereafter by following the opt-out instructions provided therein.

- o d. **TEXT MESSAGE:** Using a two-way text-messaging capable device, text "CAR" to 47464. Each text message constitutes one (1) Sweepstakes entry. If a potential text-entry winner of any prize cannot be contacted, or fails to complete the fulfillment form within seventy-two (72) hours from the time first notified, potential winner forfeits prize. Texting entrants must be the authorized account holder of the e-mail account from which the entry is made. **Entrants who participate by text-messaging will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Check your owners' manual for specific text-messaging instructions. Text-messaging may not be available through all wireless carriers.**

- 6. **RANDOM DRAWING AND NOTIFICATION:** One (1) winner will be randomly selected from among all entries received during the Promotion Period from eligible entrants for the prize described in Section 7 herein. The drawing will take place at the Weirbridge Village Apartments office at 1 Legacy Oaks Place, Asheville, North Carolina

28803 at approximately 7:30 p.m. ET, on January 5th, 2012. **YOU MUST BE PRESENT TO WIN THE PRIZE.**

7. **PRIZE AND ODDS:** The winner will receive a new 2012 Toyota Prius (the “Prize”). APR: \$25,000. Odds of winning the Prize depend on the number of eligible entries received. Odds of winning the Prize are equal, regardless of method of entry.
8. **PRIZE CONDITIONS:** Sponsor reserves the right to substitute a prize of the same approximate retail value. No cash substitutions will be allowed. The Prize is non-assignable and non-transferrable. As a condition to receiving the Prize, the Prize winner will be required to provide Sponsor with proof of age, photo identification and a valid taxpayer identification number or social security number for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of the Prize. Sponsor reserves the right to deny awarding the Prize to a winner that fails to provide satisfactory identification, as determined in Sponsor’s sole discretion. **Any applicable federal, state or local taxes are the sole responsibility of the Prize winner. The Prize winner is solely responsible for any expenses incurred in connection with or incidental to the Prize, including, without limitation, taxes, title and tags. If the Prize winner or the guest of the Prize winner incurs travel expenses, lodging, meals, incidentals or other expenses or charges in order to receive or use the Prize, any such expenses are solely the responsibility of the Prize winner and/or his or her guest, and Sponsor and the Promotion Partners shall not be responsible or liable for expenses or charges incurred by the Prize winner or a guest of the Prize winner in connection with the Prize.** The Prize winner may be required to complete, sign and return an affidavit of eligibility in order to receive the Prize. In addition, the Prize winner and his/her guests may be required to complete, sign and return a liability and publicity release in order to receive the Prize. If the Prize winner declines to accept the awarded Prize or is disqualified for failure to comply with the Prize conditions set forth herein, the Prize winner will forfeit the Prize and Sponsor is not required to award the forfeited Prize to an alternate winner. Sponsor and the Promotion Partners are not responsible for and shall not be liable if the Prize is declined or undeliverable. Sponsor reserves the right to modify, extend, suspend or cancel the Promotion (with or without notice) at any time and may, but is not required to, substitute another promotion in its place.
9. **PUBLICITY:** By entering the Promotion, the Prize winner consents to the use of his/her name, likeness and image for purposes of advertising, marketing and promotion of Sponsor, the Promotion Partners and the Promotion without compensation or further consent, except where prohibited by law.
10. **ADDITIONAL TERMS:** Participants, by participating in this Sweepstakes, hereby waive and release, and agree to hold harmless the Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, IRIO, Inc., and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause of thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory,

**incidental or consequential, to person, including death and property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of or inability to use a prize in the Sweepstakes, or their participation in the Sweepstakes, or their participation in any Sweepstakes or prize related activity. Sponsor and its agents are not responsible for lost, late, misdirected, damaged, incomplete, illegible or postage-due entries or Internet technical, hardware, software, telephone, or transmission failures of any kind, which may limit a person's ability to enter the sweepstakes. Sponsor and its agents are not responsible for any injury or damage to entrants' or any other person's computer related to or resulting from entering or downloading any materials in the sweepstakes.**

11. **RELEASE OF LIABILITY:** Entrants, the Prize winner and the guests of the Prize winner agrees that Sponsor and the Promotion Partners, together with their respective officers, directors, employees, representatives, agents, successors and assigns, shall not be held responsible and shall have no liability for any claims, costs, injuries, losses or damages of any kind resulting from their participation in this Promotion, including but not limited to, any injury or damage to person or property related to or resulting from participation in the Promotion or acceptance, possession, use or misuse of the Prize. Sponsor and the Promotion Partners are not responsible for any typographical or other error in the printing of this offer, administration of the Promotion, or announcement of the Prize.
12. **DISPUTES:** All Promotion entrants agree that any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or the Prize awarded or the determination of the Prize winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering the Promotion), and entrant further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, the Prize winner, Sponsor and the Promotion Partners in connection with the Promotion 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 or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of North Carolina. All entrants and the Prize winner consent to the jurisdiction and venue of the courts located within Mecklenburg County, North Carolina.
13. **WINNERS LIST:** To obtain a winners list, please mail your request together with a self-addressed, stamped envelope to: The Weirbridge Village Apartments, Attn: Toyota Prius Giveaway, 1 Legacy Oaks Place, Asheville, North Carolina 28803. Request received after February 1, 2012, will not be honored.

