

Official Rules



**“Live the Life – J.C. Hart Resident Video Contest -”
Promoted and Sponsored By
J.C. Hart Company, Inc.**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND
WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. Eligibility:** The Contest is open only to lease holding residents of the following Apartment Communities managed by J.C. Hart Company, Inc. (“J.C. Hart”) as of February 28, 2009: (Ashley Place Apartments, Austin Springs Luxury Apartments, Bayshore Apartments, The Crest on East 10th, Gateway Crossing Apartments, Grassy Creek Apartments, Linden Square Village Apartments, North Haven of Carmel, Oak Lake at Crooked Creek, Pebble Brook Village Apartments, StoneBridge Luxury Apartments, & The Waverley 151 S. East St.). Entrants must be amateur artists and must not be at time of entry, during the Contest Period or at time of Grand Prize fulfillment and acceptance, a party to any agreement with any studio, production company or publishing company or any third party that might interfere with entrant's participation in the Contest and /or acceptance of the Grand Prize awarded. Employees (and their immediate families i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of J.C. Hart Company, Inc. and its affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies are not eligible to enter this Contest. By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by J.C. Hart Company, Inc., and by the decisions of J.C. Hart Company, Inc., which are final in all matters relating to the Contest; (b) to release and hold harmless J.C. Hart Company, Inc. and its agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Contest and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action; and (c) acknowledge compliance with these Official Rules. J.C. Hart Company, Inc. reserves the right, in its sole discretion, to disqualify any entrant who is under a third party agreement which J.C. Hart Company, Inc. deems as contradictory to the amateur nature of this Contest.
- 2. Promoter and Sponsor:** J.C. Hart Company, Inc. 805 City Center Dr., #120, Carmel, IN 46032
- 3. Agreement to Official Rules:** Participation in the Contest constitutes a participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein

4. **Entry Period:** The “Live the Life – J.C. Hart Resident Video Contest” (the “Contest”) commences at 12:00 PM (ET) on January 5, 2009 and ends at 11:59 P.M. (ET) on March 1, 2009 (the “Contest Period”). All entries must be received by 11:59 P.M. (ET) on March 1, 2009.
5. **Contest Overview:** The Contest is a contest wherein entrants create a video (the “Contest Video”) sharing why they are a fan of their J.C. Hart managed Apartment Community and/or apartment. Be Creative!!! Creating and submitting the Contest Video is the sole responsibility of the entrant according to the manner specified in paragraphs 6, 7 & 8 within.
6. **To Enter:** A Contest entry consists of: one (1) video submission that mentions, shows, or talks about a J.C. Hart managed Apartment Community or a particular J.C. Hart managed Apartment in some way. Be Creative! To enter, log into www.youtube.com (“YouTube”) during the Contest Period and upload your Contest Video to your account. If you are not an existing user of YouTube, you will be required to create a free user account. Registration on YouTube must be completed before a video can be submitted. When you register your YouTube account, you will be required to agree to the YouTube Terms of Use, located at <http://www.youtube.com/t/terms>, and the YouTube Privacy Policy, located at <http://www.youtube.com/t/privacy>. When you have successfully uploaded your Contest Video, go to <http://homeisjchart.com/contest> and sign up by providing your name (if group submission, main point of contact), email address, postal address, phone number, and Contest Video YouTube URL. In the event of a group submission, the main contact will be the person who will be awarded the prize. J.C. Hart Company, Inc. and its affiliates will award the prize to the main contact and are in no way to be responsible for the division or separation of the prize among the group. Submissions that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this Contest. Your video must meet the requirements set forth in Sections 6 and 7 below.
7. **Contest Terms of Submission:** As conditions of entry into this Contest, and by uploading a Submission, each Entrant: WARRANTS AND REPRESENTS THAT THE ENTRANT OWNS ALL RIGHTS TO THE SUBMISSION HE/SHE IS ENTERING IN THIS CONTEST, INCLUDING, WITHOUT LIMITATION, THE VIDEO OR DIGITAL RECORDING, AND THE PERFORMANCE CONTAINED IN EACH SUBMISSION; WARRANTS AND REPRESENTS THAT THE ENTRANT IS THE INDIVIDUAL PICTURED AND HEARD IN THE SUBMISSION, OR, ALTERNATIVELY, THAT THE ENTRANT HAS OBTAINED PERMISSION FROM EACH PERSON WHO APPEARS IN THE SUBMISSION TO GRANT THE RIGHTS TO THE SPONSOR DESCRIBED IN THESE RULES, AND CAN MAKE WRITTEN COPIES OF SUCH PERMISSIONS AVAILABLE TO THE SPONSOR UPON REQUEST; WARRANTS AND REPRESENTS THAT HIS/HER SUBMISSION(S): (a) ARE ORIGINAL TO THE ENTRANT AND HAVE BEEN LEGALLY OBTAINED AND CREATED, (b) DO NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE

APPLICABLE LAWS, REGULATIONS, OR NETWORK STANDARDS; (c) HAVE NOT BEEN ENTERED IN OR WON PREVIOUS CONTESTS OR AWARDS; AND (d) HAVE NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM; Irrevocably grants to Sponsor and its affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's or any other party's name, address, image, voice, likeness, statements, biographical material and Submission, including, but not limited to, the video or digital recording and performances contained in any of the above items (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant's (or any other party's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation (except if required by law), or approval from the Entrant or any other party. Entrant and all other parties, forever waive any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude the Sponsor's use of the Entrant's Submission or Additional Materials, or require the Entrant's permission for Sponsor to use them for any purpose, and agree(s) to never sue or assert any claim against the Sponsor's or the Sponsor's use of Entrant's Submission or the Additional Materials. Entrant and all other parties agree to indemnify and hold the Sponsor and its respective affiliates, officers, directors, agents, co-branders or other partners, and any of its employees (collectively, the "Promotion Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Promotion Indemnities due to or arising out of the Entrant's Submissions or the Additional Materials in this Promotion, or the Entrant's conduct during and in connection with this Promotion, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.

Entrant and all other parties agree to release, indemnify and hold harmless Sponsor from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Sponsor infringes on the rights of Entrant's work as contained in any Submission. Entrant and all other parties agree Sponsor or affiliates are in no way responsible for assisting in creating or uploading an entry for the Contest. Entrant and all other parties agree that Creating a Contest Video and the process of entering a Contest Video is the sole responsibility of the participant(s).

8. Submission Format and Content Requirements:

Technical Requirements

Video file(s) of any Contest Video entered in the Contest must be less than 2 minutes in length. See the YouTube User Terms of Use for additional technical details.

Additional Requirements

Your Submission may not contain, include or involve any of the following (as determined by the Sponsor in its sole discretion):

Obscene, profane, lewd, defamatory content, data or images unsuitable for broadcast.

Crude, vulgar or offensive pictures, depictions, images, language gang signs and/or symbols.

Gratuitous violence, gun or other imagery or gestures of weapons

Threats of violence.

Nudity, explicit, graphic or sexual activity.

Commercial products such as clothing, toys, food and/or their trademarks, brands, logo or endorsements.

Hard liquor use or product images.

License plates, phone numbers, personal addresses (physical or email) or otherwise

Website or web page links.

Illegal drug or alcohol use or abuse.

Derogatory characterizations of any handicap, disability, ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others.

Trespass or the violation of other people's rights or property.

Illegal (discriminatory, harassing) or inappropriate activity, behavior or conduct (i.e, inflicting emotional distress).

Conduct or activities in violation of these Official Contest Rules.

Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsor in its sole discretion.

Any third party materials (including but not limited to music) that may otherwise violate or infringe (or may infringe) any of the following:

Copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, other than J.C. Hart Company, Inc. or J.C. Hart Company, Inc. managed Apartment Communities or is otherwise objectionable, will not be considered and may disqualify the Entrant.

Clothing worn in the video should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials.

All Submissions must be suitable for broadcast as determined in the sole discretion of Sponsor.

Entrants may not copy or otherwise plagiarize the Submission from any source.

No Submission shall contain any content or performance that has been broadcast or streamed, published or televised on television or other medium or as part of a recording of a motion picture film, television program or audio production or broadcast.

Sponsor has the sole discretion to determine whether a video qualifies as an Entry. Any Entry not in compliance with the above and does not meet the YouTube requirements will be disqualified.

Sponsor may modify or edit any materials related to a Contest entry or request entrants to do so, so that such materials meet such guidelines.

Videos must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. In such an event, the video will not be posted to the J.C. Hart Company YouTube page and will be disqualified from the Contest.

All submissions will be reviewed for content before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with the Official Rules. Submissions that do not comply with the Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered for a prize. Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a prize.

9. **Selection of Winners:** There are two rounds of judging in this Contest: In Round One, a panel of J.C. Hart Company, Inc. associates and/or affiliates (the "Judges") selected at the Sponsor's sole discretion will select 5 finalists for each prize category. Judges will take into consideration results of the online ratings and comments but Judges will make the final decision for the finalists. Round One of judging will be completed on March 5, 2009. In Round Two, a panel of judges selected at the Sponsor's sole discretion will select the prize winner for each category. Again, Judges will take into consideration results of the online ratings and comments but Judges will make the final decision for the finalists. Judging for the finalists will begin March 6, 2009 and be completed on March 31, 2009. The Judges' decisions are final and binding in all respects.
10. **Judging Criteria:** Contest Video will be judged based on the 6 prize categories: Best Overall Video, Best Video Production, Funniest Video, Best Decorated Apartment, Most Creative/Original Concept, & Best Use of Audio. Judges will take into consideration the results of the online ratings and comments but Judges will make the final decision on the Prize Winners. The Judges reserve the right to extend the Contest Period or not to award a Prize if they determine, in their sole discretion, that too few entries were received for a given category.
11. **Categories & Prizes:** GRAND PRIZE (Best Overall Video): One (1) Winner will receive 12 Rent Certificates according to the following criteria. Upon being chosen as the Best Overall Video Winner, the winner will have two (2) options in collecting their prize:

Option 1: Resident/Winner will be awarded 12 Rent Certificates each with a value equal to the current monthly rental rate stated on the resident's/winner's lease.

 - Rent Certificates are non-transferrable

- Resident will continue to be held accountable to all terms of the lease agreement, policies & procedures.
- If the resident/winner chooses to renew a lease at their J.C. Hart Company managed apartment community, the Rent Certificates, at the value awarded, can be applied toward rent on the new lease.
- If the resident/winner chooses to transfer apartments at their J.C. Hart Company managed apartment community, the Rent Certificates, at the value awarded, can be applied toward rent on the new lease. Additional transfer fees would be the responsibility of the resident/winner, and the transfer would be available according to J.C. Hart Company, Inc. policies.
- If the resident/winner chooses not to renew a lease or vacate their apartment at their J.C. Hart Company managed apartment community, any unused coupons are non-transferrable and will expire on June 1, 2010.

Option 2: Resident/Winner elects to take the cash alternative prize valued at Five Thousand Dollars (\$5000).

Verifiable retail value (VVRV) of the prize is Five Thousand Dollars (\$5,000).

SECOND PRIZE (Funniest Video): One (1) Winner will receive a Samsung – 40” 1080p LCD HDTV – VRV One Thousand Four Hundred Ninety-Nine Dollars (\$1499)

THIRD PRIZE (Best Video Production): One (1) Winner will receive a 13-inch MacBook Laptop Computer – VRV One Thousand Two Hundred Ninety-Nine Dollars (\$1299)

FOURTH PRIZE (Most Creative/Original Concept): One (1) Winner will receive a Sony 60 GB 5.0MP HD Camcorder – VRV One Thousand Ninety-Nine Dollars (\$1099)

FIFTH PRIZE (Best Decorated Apartment): One (1) Winner will receive \$1000 in Visa Gift Cards – VRV One Thousand Dollars (\$1000)

SIXTH PRIZE (Best Use of Audio) – 16 GB iPod Touch – VVRV Two Hundred Ninety-Nine Dollars (\$299)

For All Prizes: No cash equivalent for any prize shall be awarded with the exception of the award of Option 2 for the Grand Prize; prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. If the designated prize should become unavailable for any reason the person who is to receive the prize shall have the option of choosing one of the following: a prize of equal or greater value; the verifiable retail value of the prize in cash or by a valid check; a voucher, certificate, or other evidence of obligation stating that the prize will be shipped to the person within thirty (30) days at no cost to such person. Prize Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL VRV OF ALL PRIZES: \$10,196.

12. Prize Winner Notification: A representative of J.C. Hart Company will announce the potential Prize Winners and award the prizes prior to April 30, 2009 with the Grand Prize winner collecting their prize beginning May 1, 2009 in the event of the selection of Option 1. J.C. Hart Company, Inc. will make up to three (3) attempts from April 1, 2009 to April 15, 2009 following the Prize Winner selections to contact the potential Prize Winners. If the potential Prize Winner(s) cannot be reached during the period in which he/she is called (no messages will be left on answering machines or voicemail systems) the potential Prize Winner(s) will be disqualified and an alternative Prize Winner will be

selected from among the remaining Eligible Entries received. In addition, J.C. Hart Company, Inc. reserves the right to select alternative Prize Winner(s) in the event that the Prize Winner(s) fails to comply with these Official Rules.

- 13. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Indiana State Court located in Indianapolis, IN; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) 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, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All** issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.
- 14. General Terms:** Noncompliance with any of these Official Rules may result in disqualification. **ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR J.C. HART COMPANY, INC. INTO DISREPUTE (IN J.C. HART COMPANY, INC'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS A PRIZE WINNER OF THE LIVE THE LIFE – J.C. HART RESIDENT VIDEO CONTEST AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.**

J.C. Hart Company, Inc. assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. J.C. Hart Company, Inc. 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 any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes, including, without limitation, any injury or damage to

participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest or the voting rules to this Contest. J.C. Hart Company, Inc. is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prizes or Prize Winners. If, for any reason, the Contest is not capable of running as planned, including, without limitation, changes in J.C. Hart Company, Inc.'s business, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of J.C. Hart Company, Inc. which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest (including, but not limited to, the online voting/comment process) or for any reason that J.C. Hart Company, Inc. deems it necessary. J.C. Hart Company, Inc. reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest, or the online voting/comment process and to determine the Prize Winners in its sole discretion. Should the Contest be terminated prior to the stated expiration date, notice will be posted on homeisjchart.com/contest and the Prizes may be awarded to winners to be selected from among all Eligible Entries received up until and/or after (if applicable) the time of modification, cancellation or termination, or in a manner that is fair and equitable as determined by J.C. Hart Company, Inc. All interpretations of these Official Rules and decisions by J.C. Hart Company, Inc. are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted and will result in disqualification of all such entries. Automated votes, or votes that have been tampered with or otherwise solicited improperly will result in disqualification of all such votes. J.C. Hart Company, Inc. reserves the right in its sole discretion to disqualify any individual it finds to have tampered with the entry process or the operation of this Contest; to be acting in violation of 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 to have provided inaccurate information on any legal documents submitted in connection with this Contest.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, J.C. HART COMPANY, INC. RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE COURTS OF THE STATE OF INDIANA (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF INDIANA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

Entrants agree to indemnify and hold harmless J.C. Hart Company, Inc. from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against J.C. Hart Company, Inc., and hereby acknowledge that J.C. Hart Company, Inc. has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

Entrants hereby agree to submit their entries under the following terms and conditions: (a) that J.C. Hart Company, Inc. may use any ideas, concepts, material, in whole or in part, contained in an entry, (b) that all physical materials submitted become the property of J.C. Hart Company, Inc. and will not be returned; (c) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (d) entrants have obtained all rights, permissions and licenses necessary for J.C. Hart Company, Inc. to use the entries for any purpose; (e) that no entry or any part thereof infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; and (f) entrants indemnify and hold harmless J.C. Hart Company, Inc. and their respective entities, officers, directors, employees, agents, members, affiliated companies and subsidiaries from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. Entrants agree to the foregoing and in addition agree to obtain, upon request of J.C. Hart Company, Inc. any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their Submission Material and J.C. Hart Company, Inc. right to use such materials, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation.

In case of a dispute over the identity of the entrant who submitted the winning Eligible Entry, the authorized account holder of the email address associated with that Eligible Entry will be deemed the entrant. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Said entrant must comply with these Official Rules and, at J.C. Hart Company, Inc's sole discretion, may be required to provide proof or ownership of the email account.

15. **Request for Name of Grand Prize Winner and Official Rules:** For the name of the Prize Winners and/or Official Rules, send a self-addressed stamped envelope to:
J.C. Hart Company, Inc
805 City Center Drive, #120
Carmel, IN 46032

All requests for a copy of the Official Rules and the names of the Prize Winners must be made by May 30, 2009. Please note on the front left- hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Prize Winners."

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