

2015 MARK-TAYLOR LIFE UPGRADED GIVEAWAY

SPONSOR

The Sponsor of the Life Upgraded Giveaway (hereinafter "Contest") is Mark-Taylor, Inc., 6623 North Scottsdale Road, Scottsdale, Arizona 85250 USA (hereinafter "Sponsor").

TERM

The Contest begins January 26, 2015 at 12:00 P.M. and ends March 31, 2015 at 6:59 P.M. All times are Mountain Standard Time. Information on how to enter and prizes form part of these official rules ("Official Rules"). By submitting an entry, each Entrant agrees to the Official Rules and warrants that his or her entry complies with all requirements set out in the Official Rules.

Phase 1 of the Contest begins January 26, 2015 at 12:00 P.M. and will conclude on February 1, 2015 at 11:59 P.M. or the closure of the facility where the Phase 1 event is held, whichever occurs first. Phase 2 of the Contest begins on February 2, 2015 at 9:00 A.M. and concludes on March 31, 2015 at 6:59 P.M.

WHO MAY ENTER

The Contest is open to any individual who is or older than eighteen years of age and who is a legal resident of the states of Arizona or Nevada. Employees of Mark-Taylor, Inc., its subsidiaries or affiliates, or immediate family members to the first degree of consanguinity (spouse, parent, sibling, child, or their respective spouse), regardless of the family member's residence, are ineligible.

Entrants must pass the criminal background check from a standard Mark-Taylor lease application in order to be eligible to win. Only the winner (or alternate winner, if the winner is disqualified or refuses to permit the background check) and all intended adult co-occupants will be subject to the background check.

HOW TO ENTER

NOTE: No purchase of any item or submission of an application to lease an apartment is necessary for entry.

Phase 1 – Mark-Taylor Living Room

Each visitor to the photo booth at the Mark-Taylor Living Room, located at the 2015 Waste Management Phoenix Open (held at TPC Scottsdale, 17020 North Hayden Road, Scottsdale, Arizona 85255 USA), who (A) takes a photo by means of the photo booth and (B) submits the visitor's full name and email address at the time of the photo will receive one (1) entry into the Contest (hereinafter "Phase 1 Entrant"). Each Phase 1 Entrant is limited to one entry via this method; multiple entries will be discarded and,

at the sole discretion of Sponsor, a Phase 1 Entrant abusing this method of entry will be deemed ineligible to win the Contest.

A Phase 1 Entrant may double his/her entries to two (2) total if the Phase 1 Entrant is depicted in the photo while prominently wearing the Mark-Taylor Life Upgraded temporary tattoo (obtained free-of-charge at the Mark-Taylor photo booth) and after sharing the photo via one or more social media avenues (e.g., FaceBook, Twitter, or Instagram). Proof of the social media posting made during the period of the Contest by Phase 1 Entrant may be required to determine eligibility. Each Phase 1 Entrant is limited to one extra entry via this method (for a total of two entries), though Sponsor encourages Phase 1 Entrants to repost the photo as many times as the Entrant desires.

Phase 2 – Mark-Taylor Communities

Each individual (hereinafter “Phase 2 Entrant”) who tours at one of the luxurious Mark-Taylor residential rental communities and provides the Sponsor with his/her email address and full name will receive one (1) entry into the Contest. The tour must be started and concluded on the same day. The Phase 2 Entrant must comply with all site requirements and reasonable requests made by the employee(s) of Sponsor who provide(s) the tour to the Phase 2 Entrant. Each Phase 2 Entrant is limited to one entry pursuant to this entry method; multiple tours will not produce multiple entries and, at the sole discretion of Sponsor, a Phase 2 Entrant abusing this method of entry will be deemed ineligible to win the Contest.

An Entrant may have up to three (3) entries in the Contest – two (2) from Phase 1 and one (1) from Phase 2.

RELEASES

Upon Sponsor's request, and within five (5) calendar days of receipt of Sponsor's request, each Entrant must be prepared to provide a signed release from all persons who appear in the photograph submitted, authorizing Sponsor and its licensees ("Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Contest and the selection of an alternate winner.

For the purposes of these Official Rules, the Entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by first class U.S. mail, five calendar days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, one calendar day after the date that the email was sent by Sponsor.

CONTEST PRIZES

There are two prizes, one for Arizona and one for Nevada. Each winner will be restricted to the geographical region of the prize (i.e., the Arizona prize shall apply

solely to Mark-Taylor communities located in Arizona and the Nevada prize shall apply solely to Mark-Taylor communities located in Nevada).

The winner will receive a credit equal to twelve calendar months' rent for an apartment at a Mark-Taylor community, with the maximum size of the credit being fifteen thousand U.S. dollars and no cents (\$15,000.00) (hereinafter "prize"). This credit is not transferrable or assignable to any other individual, nor may the winner be substituted with another individual. The prize is applicable only to rent and municipal rent tax charged for the apartment leased by the winner. Any credit in excess of the rent and rent tax due through the twelve-month lease will be lost.

No portion of this credit will be refundable to the winner, regardless of actual term of occupancy or size of apartment leased.

SELECTION OF WINNER

The winners will be selected on April 15, 2015.

The winner for each region (Arizona and Nevada) will be randomly and blindly selected by an employee of Mark-Taylor at the Mark-Taylor corporate office, either with or without the assistance of a computer to serve as a randomizer.

LICENSE

By entering the Contest, all Entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the Phase 1 photographs (along with a name credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in their entries. Additionally, by entering, each Entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Entrants, or choose not to do so, at their sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

LIMITATION OF LIABILITY

By entering this Contest, all Entrants agree to release, discharge, and hold harmless Sponsor and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer

equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of the State of Arizona and the forum for any dispute shall be in the State of Arizona. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any Entrant expressly waives any and all such rights. Certain restrictions may apply.

By entering, Entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Sponsor are final and binding with respect to all matters relating to the Contest; and (c) if the Entrant wins that Sponsor may use the winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of the prize is/are ineligible, cannot be traced or does/do not respond within ten (10) days to a winner notification, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another Entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or Entrant (including an Entrant's identity and address) and to disqualify any Entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest.

WINNERS LIST

The names of the winners will be available online at www.mark-taylor.com after April 15, 2015.

DATA PRIVACY

Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address, and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Participants have the right to access, review, rectify, or cancel any personal data held by Sponsor by writing to Sponsor at the address provided above. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.