

Alamo Plaza \$25 Monthly Gift Card Giveaway Official Rules

Sweepstakes Name: Alamo Plaza \$25 Monthly Gift Card Giveaway (the "Sweepstakes")

Center: Alamo Plaza (the "Center")

Center Address: Danville Blvd. and Stone Valley Road, Alamo, CA 94507

Telephone: (714) 545-1400

By entering this Sweepstakes, you agree to each of the following rules below.

Alamo Plaza, its subsidiaries and affiliated companies (together, the "Company" or the "Center"), will conduct the Sweepstakes substantially as described in these rules, and by participating, each participant agrees as follows:

Sponsor: Donahue Schriber, 200 East Baker Street, Suite 100, Costa Mesa, CA 92626.

1. **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** ALAMO PLAZA \$25 MONTHLY GIFT CARD GIVEAWAY (THE "SWEEPSTAKES") IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED. BY ENTERING THE SWEEPSTAKES, YOU ARE OPTING INTO THE CENTER'S NEWSLETTER AND CAN UNSUBSCRIBE AT ANY GIVEN TIME.
2. **Sweepstakes Promotion Period:** The Sweepstakes begins on the first day of each month and ends on the last day of each month at 11:59:59PM PST from March 1, 2019 to December 31, 2019 (the "Sweepstakes Period").
3. **How to Enter:** To participate in this Sweepstakes, entrants must be subscribed to the Center's monthly newsletter. Entrants can subscribe at www.AlamoPlazaShoppingCenter.com and provide their full name, email address, and zip. Any attempt by any entrant to obtain more entries by using multiple/different email addresses, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Sponsor assumes no responsibility for any computer, telephone, cable, network, satellite, mail service, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention or the incorrect or inaccurate capture of entry information, or the failure to capture any such information. All information provided to Sponsor will be used in accordance with Center's then-current privacy policy available on www.AlamoPlazaShoppingCenter.com.
4. **Sweepstakes Drawing/Prize:** Sponsor's selection of the winner is final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the winner from all applicable eligible entries for the prize. The winner for the prize will be announced in the following newsletter email. The winner will be contacted by email. The prize will be mailed to the confirmed winner.
 - a. **Prize:** Total approximate retail value of prize is one (1) \$25 of gift card to Alamo Plaza shops or restaurants (ARV \$25). No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Prize subject to availability and Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal

value if the advertised prize is unavailable. Odds of winning a prize are based on the number of eligible entries received during the Sweepstakes Promotion Period.

5. **Winner Selection:** The winner will be randomly selected on or about the first week of the following month of the Sweepstakes Period.
6. **Odds of Winning:** Odds of winning depend on the number of eligible entries received. Winner will provide the Center with their correct mailing address. Winner will be directly mailed prizes. If the winner does not respond to communication within seven days in which communication started, the prize will be forfeited. Any prize notification returned to the Sponsor or its agencies as undeliverable would result in disqualification.
7. **Eligibility:** The Sweepstakes is open only to persons who on the date of entry are legal residents of the United States and eighteen (18) years of age or older. Participation constitutes entrant's full and unconditional acceptance of these Official Rules and Sponsor's decisions, which are final. Winning a prize is contingent upon fulfilling all requirements as set forth in these Official Rules.

Employees and the immediate families of employees of Donahue Schriber and its affiliates, subsidiaries, and advertising and promotion agencies are ineligible to enter the Sweepstakes. Employees of retailers located in Alamo Plaza are ineligible to win in the Sweepstakes. For purposes of this Sweepstakes, "immediate family members" means parents, spouses, children, siblings, in-laws, grandparents as well as each of their spouses and household members, whether related or not.

This Sweepstakes is subject to federal, state, and local regulations. Taxes, if any, are solely the responsibility of the winner.

8. **Release:** By receipt of any prize, the winner agrees to release and hold harmless Company, promotion partners, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize. By participating in this Sweepstakes, participant agrees to be bound by all the Official Rules of this Sweepstakes.
9. **Publicity:** Except where legally prohibited, by entering winner grants permission for Sponsor and its agencies to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes without further consent or additional compensation in perpetuity.
10. **General Conditions:** Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner.
11. **Limitations of Liability:** The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; unauthorized human intervention in any part of the entry process or the Promotion; technical or human error which may occur in the administration of the Promotion or

the processing of entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, or misuse of any prize. No more than the stated number of prizes will be awarded. No mechanically reproduced or photocopied entries permitted. Neither the Sponsor nor its agencies are responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Sweepstakes, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate these terms of service, as solely determined by the Sponsor, will be disqualified. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information whether caused by website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Any use of robotic, macro, automatic, programmed or like entry/voting methods will void all such entries/votes, and may subject that entrant to disqualification. Neither Sponsor nor its agencies are responsible for injury or damage to participants' or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of Sweepstakes be, in the Sponsor's sole opinion, compromised by virus, worms, bugs, unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries/votes, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winners from valid entries received prior to action taken, or otherwise take such actions as may be deemed fair and equitable by the Sponsor.

12. **Disputes:** Participants waive any right to claim ambiguity in these Official Rules. By participating in the Sweepstakes, you agree to be bound by the decisions of Company personnel. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and Company in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Sweepstakes, but in no event attorneys' fees. Company reserves the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Company's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. **Conduct and Decisions:** By participating in the Sweepstakes, you agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The use of any automated means for entry or voting (including the use of multiple e-mail addresses) is prohibited, and any use of such automated devices (whether by the entrant or any voter) may cause disqualification of the entrant. Unsportsmanlike, disruptive, annoying harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Company's decisions concerning such disputes shall be final. Company reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of Company corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. Company and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Company, users or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. All decisions will be made by the Company and are final. THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA. ANY ATTEMPT BY A SWEEPSTAKESANT, VOTER, OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.
14. **Entrant's Personal Information:** By participating in this Promotion, each person agrees to Company's manner of collection, use, retention, and disclosure of his or her personal information submitted in connection with the Promotion, including, without limitation, all names, addresses, emails, and any other information requested during the prize verification process provided by him or her. Information collected is subject to Company's privacy policy and any state or federal law. Company's privacy policy can be found at www.AlamoPlazaShoppingCenter.com.
15. **Sponsor:** You understand that you are providing your information to Donahue Schriber. The information you provide will be used to send you emails on store openings, events, and exclusive offers.
16. **Winners List:** For the winners list, send your name and complete address with a written request for receipt within thirty days of the winner announcement date: Donahue Schriber – Alamo Plaza \$25 Monthly Gift Card Giveaway – 200 East Baker Street, Suite 100, Costa Mesa, CA 92626.
17. **Sweepstakes Official Rules Request:** Please visit the Alamo Plaza website for Official Rules.