## SERRAMONTE CENTER 2017 Black Friday Giveaway Official Rules

## NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS, RULES AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

- 1. **SWEEPSTAKES PERIOD:** The 2017 Black Friday Giveaway (the "Sweepstakes") will occur on Friday, November 24, 2017 during the following four time periods:
  - a. begin at 6:00 a.m. P.T. and end at 8:59 a.m. P.T. ("Period #1");
  - b. begin at 9:00 a.m. P.T. and end at 11:59 a.m. P.T. ("Period #2");
  - c. begin at 12:00 p.m. P.T. and end at 3:59 p.m. P.T. ("Period #3"); and
  - d. begin at 4:00 9.m. P.T. and end at 8:00 p.m. P.T. ("Period #4").
- **2. SPONSOR:** The Sweepstakes is sponsored by Regency Centers, L.P. ("Regency" or "Sponsor"), One Independent Drive, Suite 114, Jacksonville, Florida 32202.
- **3. ELIGIBILITY:** To enter or win, customer must be a legal U.S. resident physically residing in the United States and over the age of thirteen (13). Employees, officers, directors, and representatives of Regency Centers, L.P., its parent company, affiliates, subsidiaries, partners, joint venturers, licensees, service providers, advertising and sweepstakes agencies, those involved in the production, development, implementation, or handling of the Sweepstakes, or any agents acting on behalf of the above entities, as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each above-mentioned individual, are NOT eligible to participate in the Sweepstakes. All federal, state and local laws and regulations apply. Void where prohibited or otherwise restricted by law.
- **4. HOW TO WIN AND SELECTION OF WINNER:** The following number of shoppers must be the first to visit the Serramonte Center Information Center located at 3 Serramonte Center, Daly City, California 94015 during the following periods to win a prize:
  - a. Period #1 the first four hundred (400) shoppers;
  - b. Period #2 the first one hundred (100) shoppers;
  - c. Period #3 the first twenty-five (25) shoppers; and
  - d. Period #4 the first fifty (50) shoppers.

Limit of one (1) prize per person during the Sweepstakes while supplies last. Must be present to win.

- **5. PRIZE & APPROXIMATE RETAIL VALUES:** There will be six hundred (600) prize winners. The winners will receive the following prizes:
  - a. Period #1 the first four hundred (400) shoppers will win a goodie gift bag containing prizes valued between \$5.00 to \$500.00;

- b. Period #2 the first one hundred (100) shoppers will win a Serramonte branded tote bag valued at \$5.00;
- c. Period #3 the first twenty-five (25) shoppers will win a free lunch from a Serramonte retailer; and
- d. Period #4 the first fifty (50) shoppers to arrive will win a \$10.00 mall gift certificate.

The approximate total retail value of all prizes is \$3,000.00.

The prize winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. Any and all guarantees and warranties for prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable and no substitution of prizes is allowed. All costs and expenses not specified herein related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) prize per person. The prize will be fulfilled in person.

- **6. PUBLICITY RELEASE:** By submitting an entry, by entering these Sweepstakes, or by accepting the above prize, the winner consents that Regency may use his/her name, likeness, photograph, statements, biographical information, voice, and otherwise, in all forms of media, in perpetuity, without notice or further compensation, except where prohibited by law. Submission of content to be posted online constitutes permission for same.
- 7. ODDS OF WINNING: Odds of winning the prize will depend on the total number of customers during the Sweepstakes Period.
- 8. RELEASE: By entering, Entrant agrees to accept and abide by the rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, Entrant agrees to release and hold harmless Sponsor, Facebook, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If Sponsor in its discretion elects to so abbreviate the Sweepstakes, Sponsor reserves the right, but not the obligation, to award the prize as Sponsor wishes.

If for any reason the Sweepstakes is not capable of running as planned, Sponsor reserves the right to cancel, terminate, modify, or suspend the Sweepstakes without notice.

CAUTION: ANY ATTEMPT BY AN CUSTOMER OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER, DAMAGE, OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. DISPUTES: EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES AND (3) 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. ALL ISSUES AND OUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE 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 THOSE OF THE STATE OF CALIFORNIA.