

## **RULES & POLICIES**

### **Grossmont Shopping Center**

#### **“12 Days of Giveaways” Contest**

Rainbow Investment Co., a California limited partnership (“Owner”), the owner of Grossmont Shopping Center (the “Shopping Center”), has adopted these Rules and Policies (“Rules”) relating to the “12 Days of Giveaways” contest to be held at and around the Shopping Center (the “Contest”).

1. **Eligibility and Limitations.** Participants and winner(s) must be residents of the United States and be at least 18 years old, each as determined by Owner in its sole and absolute discretion. Notwithstanding the foregoing, the following individuals are not eligible to participate in the Contest or win any prizes: (i) Employees (i.e., full-time, part-time and/or temporary employees) of Owner, the Shopping Center, the management company for the Shopping Center, any advertising and(or) promotion agencies, the Contest’s participating sponsors, any tenant of the Shopping Center, or any subcontractor or service provider of the Shopping Center, (ii) any immediate family members of any such employees, including, without limitation, spouses, siblings, parents, children, cousins, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and (iii) any other persons residing at the same household of such employees, whether or not related.
2. **Rules for Participation.** There will be up to one hundred (100) entries for the Contest available each day during the period from November 12, 2017 to November 23, 2017. Participants will receive five (5) color-coded entries at Guest Services at the Shopping Center during mall hours, while supplies last. The Shopping Center and Shopping Center Guest Services hours are 10:00 a.m. – 8:00 p.m. Monday-Saturday and 11:00 a.m. – 6:00 p.m. on Sunday. These entries are color coded and must be deposited in an official entry box at the corresponding five (5) locations in the Shopping Center to be eligible for the prizes (scheduled to be located at Hooley’s, Prevue, Wal-Mart, Target and Hallmark). The locations of the official entry boxes are subject to change in Owner’s sole and absolute discretion and without notice to Participants. If the wrong color entry is deposited in an official entry box, the entry will be invalid for the Contest. Entries must be deposited in the official entry box by the announced deadline in order to be valid.

Participants may submit up to one entry per day at each of the five (5) official entry box locations. There will be two (2) drawings each day from November 12, 2017 to November 23, 2017 from the valid daily entries collected by Owner from the official entry boxes: one (1) for the daily prize assigned by Owner to that day and one (1) to be a finalist for the Grand Prize giveaway, which Grand Prize giveaway is scheduled to occur on November 24, 2017. If a Participant wins a daily prize during the period from November 12, 2017 to November 23, 2017, that Participant is not eligible to win another daily prize during this period.

On November 24, 2017, all finalists selected for the Grand Prize drawing will be invited to attend and participate in the Grand Prize giveaway. The Grand Prize winner must be present at the Grand Prize drawing to win the Grand Prize. Eligible finalists must check in with Shopping Center event staff at the Grossmont Center Tent during the “Light Up The Holidays” event by no later than 5:00 p.m. on November 24, 2017. Eligible finalists

that are not present at the "Light Up The Holidays" event by 5:00 p.m. on November 24, 2017 will forfeit their entry, will not have the right to participate in the Grand Prize drawing and the Shopping Center will have the right (but not the obligation) to draw another entry to participate in the Grand Prize drawing at their discretion.

On November 24, 2017, all finalists eligible to win the Grand Prize will be entered into a final random drawing for the Grand Prize. During the final giveaway 12 sealed boxes/envelopes will be randomly assorted and each will contain a prize. The finalists will be allowed to select one box/envelope each. The box/envelope must remain closed until the event coordinator instructs the Participants to open them simultaneously to reveal their prizes. One of the boxes/envelopes will contain the Grand Prize.

Winners of daily prizes and finalists selected for the Grand Prize drawing will be notified via email and phone. If all efforts to contact a Participant are attempted and the Participant still does not confirm within 24 hours after the initial contact, then the Participant will be disqualified and the next eligible entrant will be selected. At the time a prize winner has been contacted, the prize must be picked up by 5:00 p.m. of the following day or the prize will be forfeited and another entrant may be selected.

All eligible Grand Prize finalists must be present at the Grossmont Center Tent during the "Light Up The Holidays" event at 5:00 p.m. on November 24, 2017 to be eligible to win. If one or more of the selected finalists for the Grand Prize drawing is not present at the Grossmont Center Tent during the "Light Up The Holidays" event at 5:00 p.m. on November 24, 2017, then the Grand Prize drawing may move forward with the number of contestants present at Owner's discretion. The Grand Prize drawing is scheduled to occur at a time to be selected by Owner between 5:00 p.m. and 7:30 p.m. on November 24, 2017 and all eligible Grand Prize finalists must be present at the Grossmont Center Tent during such time period.

If a winner is disqualified for any reason, Owner reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

3. **Publicity; Privacy.** By participating, all Participants and winner(s) grant Owner exclusive permission to use their names, characters, photographs, voices and likenesses in connection with promotion of this Contest and other contests and hereby waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, Participants agree that Owner may disclose personal information obtained from Participants in the Contest to third parties and use such information for marketing and other purposes.
4. **Indemnity.** To the fullest extent permitted by law, the Participant hereby agrees to indemnify, defend (with counsel selected by Owner) and hold Owner and Owner's representatives, parents, affiliates and subsidiary companies, and all their respective officers, directors, partners, managers, members, shareholders, employees, representatives and agents (collectively, "Owner's Representatives"), harmless from and against any and all claims, rights, liabilities, actions, causes of action, demands, compensation, losses, damages, judgments and loss of services, whether or not accrued, contingent, inchoate, liquidated, unliquidated matured or unmatured, known or unknown, or otherwise (collectively, "Claims"), arising out of in any way, in whole or in part, directly or indirectly, from the Participant's participation in the Contest, however caused, regardless of any gross negligence, negligence, or willful misconduct of Owner

or Owner's Representatives, whether active or passive. The Participant shall, upon request, defend any suit asserting claims covered by this obligation to indemnify. The Participant shall pay any costs that may be incurred by Owner and/or Owner's Representatives in enforcing this obligation to indemnify, including any attorney's fees.

5. Release. By participating in the Contest, the Participant, on behalf of himself/herself and his/her past, present and future spouses, heirs, beneficiaries and representatives, hereby releases, acquits and discharges Owner and releases, acquits and discharges Owner's Representatives of any and all Claims that Participant and/or his/her past, present and future spouses, heirs, beneficiaries and representatives has now or may have in the future, whether known or unknown, suspected or unsuspected, resulting in whole or in part, directly or indirectly, from the Participant's participation in the Contest and the acceptance, use or misuse of any prize that may be won.
6. Taxes. Any valuation of the prize(s) stated above is based on available information provided to Owner, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Owner with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Any person winning over \$600 in prizes will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS. I understand that by entering this contest, I will be held responsible for the taxes of this prize.

One (1) Grand Prize winning Participant of the Contest will receive a Chevrolet Colorado Extended Cab or similar truck selected by Owner in its sole and absolute discretion (the "Grand Prize"). The winner of the Grand Prize must be claimed by the winner of the Grand Prize during business hours on November 27, 2017 at Bob Stall Chevrolet, 7601 Alvarado Road, La Mesa, California 91941. The winner of the Grand Prize understands that he/she will be personally responsible for payment of the tax, license and registration fees on the Grand Prize in full and that the winner of the Grand Prize must deliver payment of the tax, license and registration fees by cashier's check prior to or concurrently with delivery of the Grand Prize. If the winner of the Grand Prize does not timely pay the tax, license and registration fees on the Grand Prize in full, then the Grand Prize will be forfeited and another winner will be selected to receive the Grand Prize who is in turn responsible for the tax, license and registration fees.

7. Decisions. By participating in the Contest, Participants agree to be bound by the decisions of Owner personnel. Owner reserves the right to disqualify any Participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. Owner will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules or the Contest and Owner's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, intentional interference or any event beyond the control of Owner, Owner reserves the right to terminate this Contest, or make such other decisions regarding the outcome as Owner deems appropriate. All decisions will be made by Owner and are final. Owner may waive any of these Rules in its sole discretion.

8. Representations and Warranties. By submitting an entry, each Participant represents and warrants that there are no limits on the rights of the Participant to enter the Contest, nor will any Participant enter into any agreement or assume any obligation that limits the right or ability of that Participant to participate in the Contest.
9. Supersede. These Rules replace and supersede any previous rules, regulations, guidelines, or policies relating to the Contest; provided, however, these Rules are intended to supplement and not replace all other rules, regulations, guidelines, or policies adopted by Owner with respect to the operation and use of the Shopping Center, including rules, regulations, guidelines, or policies applicable to free speech activities in the Shopping Center.
10. Binding. By participating in the Contest, each Participant agrees to be bound by these Rules.
11. Cancellation; Modifications. Owner shall have the right, in its sole and absolute discretion, with or without notice to the Participants, to cancel or modify the Contest in any way or to modify these Rules in Owner's sole and absolute discretion.
12. Dispute Resolution. By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, 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 within the 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 the Contest, but in no event attorneys' fees; and (3) under no circumstances will a Participant 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 questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and Owner in connection with the Contest, 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 the State of California.
13. Miscellaneous. Each winner must submit proof of eligibility and sign Owner's release form to claim the prize. No purchase necessary to participate or win. Void where prohibited. Odds of winning depend upon the number of Participants. Owner may substitute prizes of equivalent value, amend these Rules or discontinue the Contest at any time as announced. Owner disclaims any responsibility to notify Participants of any aspect related to the conduct of the Contest. All entries become the property of Owner and will not be returned. If any provision of these Rules shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of these Rules, and all such other provisions shall remain in full force and effect. The Participant agrees that all the provisions of these Rules are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind the Participant and his/her heirs, legal representatives, successors, and assigns.
14. Survival. All provisions and conditions of these Rules shall survive the completion of the Contest.

By accepting these Rules and entering the Contest, the Participant acknowledges that he/she has read, understands and agrees to these Rules.