

## Loehmann's Plaza Holiday Sweepstakes Promotion Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD(S) OR SERVICE(S) WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS SUBJECT TO FEDERAL, STATE, AND LOCAL REGULATIONS AND LAWS AND VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED OR RESTRICTED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM.**

1. **SPONSOR.** This Holiday Sweepstakes is sponsored by Loehmann's Plaza, Inter-Cal Real Estate Corporation, and Creative Marketing Arts ("**Sponsor**").

2. **SWEEPSTAKES PERIOD.** The Sweepstakes Period begins on Monday, December 5, 2022 at 12:00pm and ends on Sunday, December 11, 2022 at 11:59pm (the "**Sweepstakes Period**"). During the Sweepstakes Period, Sponsor will conduct daily giveaways each of which will have a specific time period as defined in the posts on Sponsor's Facebook and Instagram accounts. All "Entries" (as defined in Paragraph 5 hereof) must be received during the Sweepstakes Period. The Sponsor's computer (or that of its designee for this sweepstakes) is the official time keeping device for online Entry into the Sweepstakes. For purposes of these Official Sweepstakes Rules, all times and days are Pacific Standard Time.

3. **ELIGIBILITY.** The Sweepstakes is open to all legal residents near Sacramento, CA ("**Sweepstakes Territory**") who are 18 years of age or older as of the beginning of the Sweepstakes Period. Each person submitting an Entry is an "Entrant." Participation in this Sweepstakes constitutes each Entrant's full and unconditional representation of their age, as well as acceptance of these Official Sweepstakes Rules and consent to be contacted by Loehmann's Plaza by Facebook or Instagram. Employees of the Sponsor, its parent, subsidiaries, affiliates, and all advertising agencies, printers, promotional agencies, and families of each involved in this Sweepstakes are not eligible to participate or win.

4. **WINNER SELECTION.** Winners will be selected randomly from eligible entrants received by the sponsor within 24 hours after the Sweepstakes Period has ended and the method and dates that winners are selected are referred to in each promotion post online.

5. **HOW TO ENTER.** Refer to promotional posts online on how to enter to win. Only one (1) entry per giveaway post, per person will be eligible. Depending on the Sweepstakes Period, winner(s) will enter or be eligible to win in the following ways:

(a) Online: Log onto Facebook and/or Instagram and visit the Sponsor's Facebook Page [www.facebook.com/loehmannsplazashoppingcenter](http://www.facebook.com/loehmannsplazashoppingcenter) or Instagram Account [www.instagram.com/loehmannsplaza](http://www.instagram.com/loehmannsplaza) and follow the instructions per the giveaway, which complies with the terms of these Official Sweepstakes Rules. If there is a dispute regarding the identity of a Facebook/Instagram user Entrant, the authorized account holder of the Facebook/Instagram account at the time of Entry (i.e., the natural person who is assigned to

the e-mail address that is associated with the Facebook/Instagram account) will be deemed the Entrant.

**6. PERSONAL DATA.** All Personal Data will be held, used, and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor's webpage at <https://www.shoploehmannsplaza.com/privacy-policy/>. Entrants must provide all required information for their Entry to remain eligible.

**7. WARRANTIES AND CONSENTS.** By completing and submitting an Entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be bound by the Official Sweepstakes Rules, (ii) based on the Official Sweepstakes Rules, Entrant is eligible to participate in the Sweepstakes, (iii) all of the information provided as part of Entrant's Entry is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; and (b) agrees to be bound by the Facebook/Instagram Statement of Rights and Responsibilities and any other terms that apply to Entrant's use of Facebook's/Instagram's policies and procedures and any other terms that apply to Entrant's use of Facebook/Instagram; (c) consents to the use of Entrant's name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; (d) acknowledges that this Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook/Instagram.

**8. ODDS.** The odds of becoming a Winner depend on the number of Entries received. Posting more than once by same entrant does not increase odds of winning.

**9. WINNER NOTIFICATION.** Winners will be notified via Facebook or Instagram (depending on their method of entry) and will be given instructions on how to claim the prize. One (1) attempt will be made to contact a Winner within a three (3) day period. If a Winner fails to respond within the three (3) day period, or if the selected Winner cannot accept or receive the prize for any reason, or s/he is not in compliance with these Official Sweepstakes Rules, the prize will be forfeited and an alternate Winner may be selected at Sponsor's discretion. Each Winner has seven (7) days after acceptance to take delivery of their prize.

**10. AWARDING OF PRIZES.** All prizes in the Sweepstakes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Prizes will be awarded only upon successful verification that all Sweepstakes requirements have been met, including, eligibility, age and other claims of/information provided by a potential Winner.

Unused components of a prize shall be forfeited and have no redeemable cash value. Sponsors will take delivery of Prize within thirty (30) days of notice of availability from Winner or the prize supplier, via United States Postal Service.

**11. PRIZE DETAILS.**

(a) Winners: The Winners, selected at random from the entries collected through Facebook and Instagram, will receive a gift card referred to on the post the Winners enter.

**12. INDEMNIFICATION.** By entering the Sweepstakes, Entrants and each winner agree to forever release, indemnify and hold harmless Sponsor, Facebook/Instagram, Sponsor's parent companies, managing agents, subsidiaries and affiliates, and their related parties, and each of the foregoing entities' respective officers, directors, employees, representatives and agents of each (collectively, the "Released Parties") FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, OR DOWNLOADING OR ACCESSING OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE AWARDED HEREIN, ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT). Entrants and each Winner further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that neither Sponsor nor any Released Party has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Sweepstakes or the Prizes.

**13. LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (6) undeliverable emails. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Sweepstakes at the discretion of the Sponsor.

**14. DISPUTES.** Entrants and each Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the California courts (state and federal); (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 an Entrant or a Winner be permitted to obtain awards for, and each Entrant and Winner hereby waives all rights to claim, indirect, 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 limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of the Entrants, the Winners and Sponsor in connection with the 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 (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**15. TERMINATION; MODIFICATION.** In the event Sponsor is prevented from continuing with the Sweepstakes as a result of lack of feasibility of the Sweepstakes, compromised integrity of the Sweepstakes, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the Sweepstakes. If Sponsor elects to abbreviate the Sweepstakes as a result of such an event, Sponsor may award the prizes from among all valid and eligible Entries received up to the time of such event. In no event will more prizes be awarded than stated in these Official Sweepstakes Rules.

**16. GENERAL CONDITIONS.** Any individual found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or in an unsportsmanlike or disruptive manner, at Sponsor's sole discretion, may be disqualified and Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Sweepstakes Rules shall not constitute a waiver of that provision.

Potential Winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the account associated with the winning Entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor.

**17. SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Loehmann's Plaza Marketing Department, 11 Natoma Street, Suite 140, Folsom, CA 95630.