

C. GIVEAWAY OFFICIAL RULES:

OFFICIAL RULES FOR
THE SUMMIT BANDANA PUNCH CARD GIVEAWAY:

The Summit

214 Summit Boulevard, Suite 150, Birmingham, AL 35243

WHILE SUPPLIES LAST. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER, WIN OR RECEIVE A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1) **INTRODUCTION:** The Summit Bandana Punch Card Giveaway ("Giveaway") is offered and sponsored by Bayer Retail Company, L.L.C., Bayer Retail Company II, L.L.C., Bayer Retail Company III, L.L.C., Bayer Retail Company IV, L.L.C., and Bayer Retail Company VI, L.L.C. (collectively, "Sponsor"). The Giveaway is governed by these official rules ("Official Rules"). By participating in the Giveaway, each entrant unconditionally agrees to be bound by and comply with these Official Rules (including all eligibility requirements) and the decisions of Sponsor, which shall be final and binding in all respects. The Giveaway is subject to all federal, state, and local laws and regulations and is void where prohibited by law. This giveaway is a sales promotion for The Summit, 214 Summit Blvd. suite 150, Birmingham, AL 35243.
- 2) **PROMOTION PERIOD:** The Giveaway begins at 11:00 AM Central Standard Time on Saturday, September 1, 2020, and ends at the earlier to occur of A) 5:30 PM Central Standard Time on Friday, October 16, 2020 or B) the time at which all of The Summit Bandanas are distributed to eligible winners (the "Promotion Period"). Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the Giveaway. Entrants should look solely to Sponsor with any questions, comments or problems related to the Giveaway.
- 3) **ELIGIBILITY:**
 - A) The Giveaway is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Valid entries must contain all information required as described below. Void where prohibited by law. Giveaway is subject to all local, state, and federal laws and regulations. By entering this Giveaway, all entrants agree to comply with and be bound by these Official Rules and to comply with all federal, state, and local laws and regulations.
 - B) Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising, and promotion agencies (collectively, the "Promotion Entities"), and each of their respective members, officers, directors, and employees,

members of their immediate family, and/or persons living in the same household as such persons, are ineligible to enter the Giveaway or win a prize. The term "immediate family" includes spouses, siblings, step-siblings, parents, step-parents, children, step-children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4) **METHODS OF ENTRY:**

A) Pick up a free punch card at participating retailers during store hours or at The Guest Services Office, located near Francesca's and Aveda, during the office hours (8:30 AM – 5:30 PM). Fill out the punch card with the name (as it appears on the entrant's driver's license or state issued identification card), phone number (including area code), and email address of the entrant. To get a punch, visit six (6) of the sixteen (16) participating retailers and ask the cashier or store employee to punch your card. Bring the completed card to The Summit Guest Services Office and receive a bandana.

B) Pick up a free punch card at participating retailers during store hours or at The Guest Services Office, located near Francesca's and Aveda, during the office hours (8:30 AM – 5:30 PM). Fill out the punch card with the name (as it appears on the entrant's driver's license or state issued identification card), phone number (including area code), and email address of the entrant. To get a punch, visit five (5) of the sixteen (16) participating retailers, ask the cashier or store employee to punch your card, and make a purchase of any non-alcoholic item from the Summit Restaurant and retain the receipt. Bring the completed card and receipt to The Summit Guest Services Office and receive a bandana.

5) **TERM:** Limit one (1) Giveaway entry per person/address/email address regardless of method of entry. Entry must be made by the entrant. Any attempt by an entrant to obtain more than one entry by using multiple or different addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/giveaway subscription notification and/or entering services, will void that entrant's entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth in these Official Rules. All entries must be submitted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Giveaway. Except where prohibited by law, by participating in this promotion each entrant grants Sponsor permission to use his or her name, likeness or comments for publicity purposes without payment of additional consideration.

6) **GIVEAWAY PRIZE:** The first nine-hundred 900 entrants to submit a completed punch card will receive The Summit Bandana (the "The Summit Bandana") The odds of winning depend on the number and timing of valid entries received. Nine-hundred (900) prizes will be awarded during the Promotion Period. Prize cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The awarding of the prize does not obligate the winner. No costs, fees or other monetary obligation must be satisfied before the entrant/winner is entitled to receive or use the prize. The approximate verifiable retail price or value of the prize represents Sponsor's good faith determination, which is final and binding and cannot be appealed. If the actual value of the prize turns out to

be less than the stated approximate retail value or price, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Prize will only be awarded by pick up from The Summit Guest Services Office. By accepting a prize, the participant consents to the use of participant's name, likeness and/or biographical information for advertising, trade and promotional purposes on behalf of The Summit in any and all media and without further compensation or permission, except in any jurisdiction where prohibited by law. All federal, state or local taxes, fees, or surcharges associated with the receipt or use of any prize are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

- 7) **CLAIMING PRIZE:** Prizes will be available for pick up at The Summit Guest Services Office beginning at 8:30 AM on Monday, September 1, 2020. Potential winners shall provide their driver's license or state-issued identification card in order to confirm the potential winners identify and compliance with the eligibility requirements of these Official Rules prior to receiving their prize.
- 8) **PARTICIPATING RETAILERS:** Marmi, Kendra Scott, Molly Green, Mobley & Sons, South, Mountain High Outfitters, Paddywax Candle Bar, Swoozies, Banana Republic, Free People, Lizard Thicket, Vineyard Vines, Marine Layer, Fab'rik, UNTUCKit, and Sephora.
- 9) **PUBLICITY:** By entering, except where prohibited, where allowed by law, all winner(s) grant the Promotion Entities exclusive permission to use their names, city and state of residence, biographical information, characters, photographs, voices, videotape, likenesses, and/or statements in connection with promotion of this and other giveaway in any and all media now known or hereinafter invented, worldwide, without territorial or time limitations and waive any claims to compensation, notice, royalty, right, or remuneration for such use. By participating in the Giveaway, where allowed by law, entrants agree that the Promotion Entities may use such information obtained from entrants in this Giveaway for marketing purposes, and may include the names of winner in a publicly available winners list.
- 10) **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11) **DISCLAIMERS:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error, which may occur in the processing of submissions in the Giveaway. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of

operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or any other person's computer related to or resulting from participating downloading materials in the Giveaway.

12) **RELEASE:** By participating in the Giveaway, each entrant completely and fully releases and agrees to indemnify and hold harmless Sponsor, and their respective affiliates, members, shareholders, officers, directors, agents, employees, attorneys, successors and assigns (collectively, the "Released Parties") from any and all liability, claim, demand, action, or cause of action of every kind, direct, indirect and consequential, legal, equitable and otherwise, known and unknown, conditional and unconditional against any one, or more, or all, of the Released Parties arising out of, in connection with or relating to this Giveaway or the entrant's participation in this Giveaway, or resulting from the entrant's possession, use or misuse of any prize.

13) **DISPUTES:**

A) Except where prohibited or otherwise outlined in these Official Rules, entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Alabama State Court; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, 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.

B) All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules (whether of the State of Alabama or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Alabama.

14) **COPIES OF RULES; NAMES OF WINNER:** A copy of these Official Rules is available at www.thesummit.com/event/bandana-punch-card/ and the management office of The Summit, 214 Summit Blvd. suite 150, Birmingham, AL 35243. The name of the winners will be available upon request at no charge at the management office of The Summit, 214 Summit Blvd. suite 150, Birmingham, AL 35243, within ten (10) days from the date of the Giveaway drawing or by mail at no charge within such period by writing to The Summit, LLC, Attention: The Summit Giveaway.

15) **SPONSOR AND ADMINISTRATOR:** The Summit, 214 Summit Blvd. suite 150, Birmingham, AL 35243

16) **FACEBOOK AND INSTAGRAM DISCLAIMER:** This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants are providing their information to the Sponsor and not to Facebook or Instagram. You understand that you are providing your information to The Summit, LLC, the owner of the Instagram page and not to Instagram or Facebook

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