

COWFISH GIFTCARD GIVEAWAY PROMOTION

PROMOTION OFFICIAL RULES:

THE SUMMIT

214 Summit Boulevard
Birmingham, AL 35243

Promotion Sponsor and Offer:

Bayer Property Retail Company I, II, III, IV, VI, LLC
214 Summit Boulevard, Suite 150
Birmingham, AL 35243

OFFICIAL RULES FOR THE SUMMIT

THE COWFISH GIFTCARD PROMOTION:

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.

INTRODUCTION:

This COWFISH GIFTCARD promotion ("Promotion") is offered and sponsored by The Cowfish and Bayer Property Retail Company I, II, III, IV, VI, LLC (the "Sponsor"), 214 Summit Boulevard, Suite 150, Birmingham, Alabama 35243 the owner of The Summit The Promotion is governed by these Official Rules. By participating in the Promotion, 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 Promotion 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 Bayer Property Retail Company I, II, III, IV, VI, LLC 214 Summit Boulevard, Suite 150, Birmingham, Alabama 35243.

NEITHER INSTAGRAM NOR FACEBOOK SPONSOR, ENDORSE, OR ADMINISTER THE PROMOTION:

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. You understand that you are providing your information to Bayer Property Retail Company I, II, III, IV, VI, LLC the owner of its Instagram page and not to Instagram or Facebook.

PROMOTION PERIOD:

The Promotion begins at 11:00 AM Central Standard Time on Friday and ends at 9:00 AM Central Standard Time Monday, on November 3, 10, 17 and 24 (the "Promotion Period"). Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the Promotion. Entrants should look solely to Sponsor with any questions, comments or problems related to the Promotion.

ELIGIBILITY:

The Promotion is open only to legal residents of the fifty United States (including the District of Columbia) who are eighteen (18) years of age or older as of the entry date. Void where prohibited by law. Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective members, officers, directors and employees (collectively, the "Promotion Entities"), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Promotion or win a prize.

ENTRY:

Enter the Promotion during the Promotion Period online by LIKING and TAGGING 3 friends the post that we have highlighted on our Instagram page on the day during the Promotion Period that it is highlighted. To participate, all requested information must be provided. Duplicate entries and automated or robotic entries submitted by individuals or organizations will be disqualified. 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/ promotion 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 posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official time keeper for this Promotion. 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.

WINNER SELECTION: Winners need not be present to win. The winners of the Promotion for the Promotion Period will be selected in four (4) random drawings from among all complete, qualified and eligible Entries received during each day of the Promotion Period at 9:00 AM Central Standard Time on Monday, November 6, 13, 20 and 27. The random drawings will be conducted by Sponsor or its designated representatives, whose decisions are final. The four (4) winners will be announced on the Instagram page of Bayer Property Retail Company I, II, III, IV, VI, LLC and by direct message to each winner at 9:00 AM Central Standard Time on Monday, November 6, 13, 20 and 27. In the event of non-compliance with applicable requirements of these Official Rules, the prize will be forfeited and an alternate winner will be selected. Entrants waive the right to assert, as a cost of winning the prize, any and all costs of redemption or travel to redeem the prize. Each winner shall pick up prize at the Guest Services offices of The Summit, 214 Summit Boulevard, Suite 150, Birmingham, Alabama 35243. However, if travel to The Summit to pick up the prize is inconvenient for a winner due to distance or other reasonable cause, the Sponsor will deliver the prize to such winner by U.S. mail or delivery service. If prize notification is returned as undeliverable, or if prize winner cannot be located, or if the prize is not collected within thirty (10) days after a winner has been notified, the prize will be forfeited and an alternative winner will be selected. Ineligible entrants will be disqualified and the prize awarded to alternates. The odds of winning depend on the number of valid entries received during the day associated with a particular highlighted gift.

PRIZE:

Four (4) winners will each receive one (1) prize consisting of a Cowfish gift card value of each prize: \$50.00. The odds of winning depend on the number of valid entries received for each of the four (4) drawings. Prizes 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 gift card prizes 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 a gift card prize. The approximate verifiable retail price or value of each 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. Prizes will only be awarded and/or delivered to addresses within the United States of America. 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 Tennessee and 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.

PRIVACY:

If an entrant is chosen as a winner, certain of entrant's personally identifying information may be disclosed to third parties in the announcement of the Promotion winner on Instagram and Facebook and on a winner's list. All personal information submitted as part of the Promotion may be shared by and between the Promotion Entities, and each of the Promotion Entities may use such information in accordance with their respective independent online privacy policies.

RELEASE:

By participating in the Promotion, each entrant completely and fully releases and agrees to indemnify and hold harmless Sponsor, Facebook, Inc., the Facebook Platform, Instagram, 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 (collectively, "Claims") against any one, or more, or all, of the Released Parties arising out of, in connection with or relating to this Promotion or the entrant's participation in this Promotion, or resulting from the entrant's possession, use or misuse of any prize.

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 Promotion or by any technical or human error, which may occur in the processing of submissions in the Promotion. 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 Promotion. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible entries received prior to or after such cancellation, suspension, or modification.

REGISTRATION DISPUTES:

In the event of a dispute concerning who registered online to participate in the Promotion, the registration will be declared to have been made by the "authorized account holder," defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

COPIES OF RULES; NAMES OF WINNERS:

A copy of these Official Rules is available at www.thesummitbirmingham.com and the Guest Services office of The Summit, 214 Summit Boulevard, Suite 150, Birmingham, Alabama 35243. The name of the winner will be available upon request at no charge at the management office of The Summit Birmingham, Alabama within 10 days from the date of the Promotion drawing or by mail at no charge within such period by writing to Bayer Property Retail Company I, II, III, IV, VI, LLC Attention: The Summit.

SPONSOR: This Promotion is sponsored by The Cowfish and Bayer Property Retail Company I, II, III, IV, VI, LLC

FACEBOOK AND INSTAGRAM DISCLAIMER:

Entrants are providing their information to the Sponsor and not to Facebook or Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.

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