

# **ONE PRIZE PROMOTION**

## **A. DOWN IN THE HAM INSTAGRAM PROMOTION ADVERTISING COPY:**

The Summit is conducting a promotion of a mural installed by Down in the Ham in which it will be giving away four (4) prizes valued up to \$50. This is how the promotion works: The Summit Birmingham (Bayer Properties, LLC) will pick a follower that has snapped a photo with the mural and tagged it #thesummitbham on Instagram page every Friday in March. Instagrammers can start entering the giveaway on March 1 at 12:00 AM Central Standard Time and ending at 11:59 PM Central Standard Time on March 29, 2018 (the "Promotion Period"). To be eligible to win one (1) gift card to The Summit valued at \$50, simply take a photo of the Down in the Ham mural, post it to Instagram and tag the post using the hashtag #thesummitbham. One entry per entrant. We will randomly draw the winning photo/entry at 9:00 AM Central Standard Time Friday, March 9, 16, 23 and 30. For official rules visit [www.thesummitbirmingham.com](http://www.thesummitbirmingham.com). NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER, WIN OR RECEIVE THE PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. By participating in the Sweepstakes, each entrant agrees to be bound by and comply with the official rules. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

## **B. SWEEPSTAKES 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 DOWN IN THE HAM SWEEPSTAKES:**

**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 *DOWN IN THE HAM* Sweepstakes ("Sweepstakes") is offered and sponsored by Bayer Properties, LLC (the "sponsor") 214 Summit Blvd, Birmingham, AL 35243 the owner of The Summit. The Sweepstakes is governed

by these Official Rules. By participating in the Sweepstakes, 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 Sweepstakes 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 Properties, LLC (the "sponsor") 214 Summit Blvd, Birmingham, AL 35243 the owner of The Summit.

**NEITHER INSTAGRAM NOR FACEBOOK SPONSOR, ENDORSE, OR ADMINISTER THE SWEEPSTAKES:**

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 Properties, LLC, the owner of the Instagram page and not to Instagram or Facebook.

**PROMOTION PERIOD:**

The Sweepstakes begins at 12:00 AM PM Central Standard Time on March 1, 2018, and ends at 11:59 pM Central Standard Time on March 30, 2018 (the "Promotion Period"). Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

**ELIGIBILITY:**

The Sweepstakes 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 Sweepstakes or win a prize.

**ENTRY:**

Bayer Properties, LLC will encourage followers to snap a photo of the Down In The Ham mural and post it to Instagram using the hashtag #thesummitbham during the Promotion Period. Enter the Sweepstakes during the Promotion Period online posting a photo of the mural to your personal Instagram page during the Promotion Period that it is highlighted and tagging it #thesummitbham. One entry per entrant. 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/sweepstakes 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 Sweepstakes. 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:**

The winner need not be present to win. The Sweepstakes winner for each week will be selected in a random drawing at 9:00 AM Central Standard Time on Friday, March 9, 16, 23 and 30, 2018 among all complete, qualified and eligible Entries received during the Promotion Period. The random drawing will be conducted by Sponsor or its designated representatives, whose decisions are final. The winner will be direct messaged

on the Instagram page of The Summit at 9:15 AM Central Standard Time on March 9, 16, 23, and 30, 2018. 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. Winners shall pick up prize at the Winners shall pick up prize at the Guest Services offices of The Summit, 214 Summit Blvd, Suite 150, Birmingham, AL 35209. However, if travel to The Summit to pick up the prize is inconvenient for the winner due to distance or other reasonable cause, the Sponsor will deliver the prize to the 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 ten (10) days after the 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.

#### PRIZE:

Four (4) winners will receive one (1) gift cards (approximate retail value up to \$50). **The odds of winning depend on the number of valid entries received.** Four (4) 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 package 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 package. 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 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 or 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 Sweepstakes winner on Instagram and Facebook and on a winner's list. All personal information submitted as part of the Sweepstakes 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 Sweepstakes, 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 Sweepstakes or the entrant's participation in this Sweepstakes, 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 Sweepstakes or by any technical or human error, which may occur in the processing of submissions in the Sweepstakes. 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 Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. 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 Sweepstakes, 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](http://www.thesummitbirmingham.com) and the Guest Services office of The Summit, 214 Summit Blvd, Suite 150, Birmingham, AL 35243. The name of the winner will be available upon request at no charge at the management office of The Summit, 214 Summit Blvd, Suite 150, Birmingham, AL, within 10 days from the date of the Sweepstakes drawing or by mail at no charge within such period by writing Bayer Properties, LLC, Attention: *Down In The Ham Mural*

SPONSOR: This Sweepstakes is sponsored by Bayer Properties, 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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