

PROMOTION

SPEND SOME, GET SOME GIVEAWAY PROMOTION ADVERTISING

COPY:

The Summit is conducting a *Spend Some, Get Some Giveaway* promotion in which it will be giving away \$25 gift cards to qualifying customers. This is how the promotion works: The Summit will host the Spend Some, Get Some Giveaway from July 15, 2022 through July 25, 2022. To be eligible to receive a “Spend Some, Get Some Redemption Gift Card”, submit legible, complete copies of “Qualifying Receipts” that total at least \$200.00 in the aggregate from one (1) or more “Qualifying Retailers” to summitbham@bayerproperties.com with the subject line “Spend Some, Get Some”.

For official rules, eligibility, and the list of Qualifying Retailers, [visit](#).

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

GIVEAWAY OFFICIAL RULES:

OFFICIAL RULES FOR

SPEND SOME, GET SOME GIVEAWAY

The Summit

214 Summit Blvd. Suite #150, Birmingham, AL 35243

VOID WHERE PROHIBITED BY LAW.

- 1) **INTRODUCTION:** The Summit Spend Some, Get Some Giveaway ("Giveaway") is offered and sponsored by Bayer Properties Retail Company LLC ("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 that certain shopping center commonly known as The Summit is located in Birmingham, Alabama having a physical address of 214 Summit Blvd. Suite 150 Birmingham, AL 35243 ("The Summit").
- 2) **PROMOTION PERIOD:** The Giveaway begins at 10:00 AM Central Standard Time on Friday, July 15, 2022, and ends at 11:59 PM Eastern Standard Time on Sunday, July 25, 2022 (the "Promotion Period"). Entries must be received by 11:59 PM on Sunday, July 25th to be eligible for redemption. Sponsor is responsible for the 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) **PARTICIPANT 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. The 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) QUALIFYING RETAILERS; QUALIFYING RECEIPTS:

A) To qualify for the Giveaway and be a “Qualifying Receipt”, a receipt must (i) clearly show a purchase from a Qualifying Retailer (as defined below) during the Promotion Period; (ii) clearly show the total purchase price (the purchase amount of any beer, wine or alcohol or other unqualified purchase shall be deducted from the total purchase price); and (iii) be from one of the following retailers’ physical locations at The Summit and no others (“Qualifying Retailers”): Ann Taylor, Apple, Apricot Lane, Athleta, Barnes & Noble, Bath & Body Works, Belk, Brahmin, Frutta Bowls, Gus Mayer, J. McLaughlin, Kate Spade, Kendra Scott, Luna Bham, MAC, North Italia, P.F. Chang’s, Restoration Hardware, Seasons 52, Sephora, Sunglass Hut, Thrive, Tory Burch, Trader Joe’s, Victoria’s Secret, Vineyard Vines, Arhaus, Battle Republic, Flemings, LensCrafters, Loft, Bed Bath & Beyond, Chop’t, Good Feet, Orvis, Real & Rosemary, REI, Steel City Pops, Swoozie’s, Taco Mama, Ulta, Abhi’s Restaurant. Dear Prudence. Everything But Water. Mountain High Outfitters, Nothing Bundt Cakes, Pink Tulip, Pottery Barn, Pottery Barn Kids, Sgt. Peppers, Urban Cookhouse, Urban Outfitters, West Elm, Anthony Vince Nail Spa, Bromberg’s, Chico’s, Panera Bread, Saks Fifth Avenue, Soma Intimates, Talbots, Village Tavern, Woodhouse Day Spa, Altar’d State, Athropologie, Aveda, Blue Mercury, Cheesecake Factory, Fabletics, Francesca’s Collections, Free People, j.jill, Madewell, Marine Layer, Molly Green, Paper Source, Shake Shack, South, Tecovas, UntuckIT, Vera Bradley, White House / Black Market, Aerie / Offline, Banana Republic, Brighton, Lizard Thicket, lululemon, Lush, Paddywax, SEE Eyewear, Soft Surroundings.

5) Receipts from Qualifying Retailers involving existing or recurring memberships will not be valid. Only new memberships and services purchased during the Promotion Period may be submitted as a part of this Giveaway.

6) **METHOD OF ENTRY:** In order to be eligible for a gift card, send one (1) email to summitbham@bayerproperties.com with (A) the entrant’s name as it appears on the entrant’s driver’s license or state issued identification card, (B) the entrant’s phone number (including area code), (C) the entrant’s mailing address, (D) Qualifying Retailer gift card choice, and (E) clear, legible copies or images of Qualifying Receipt(s) totaling at least \$200.00 in the aggregate from one (1) or more Qualifying Retailers. Entries must include all of the above information to be considered.

7) **LIMIT:** Limit three (2) Giveaway entries per person/address/email address. Multiple Giveaway entries from the same entrant must contain completely unique Qualifying Receipts from all other Giveaway entries (i.e., the same Qualifying Receipt may not be used in more than one Giveaway entry). Entry must be made by the entrant. Any attempt by an entrant to obtain more than three (3) entries by using multiple or different addresses, identities, registrations, email addresses, 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 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.

- 8) **GIVEAWAY PRIZE:** The two hundred (200) qualifying entries will receive one (1) \$25.00 gift card to the Qualifying Retailer specified in the entry email (the "Spend Some, Get Some Redemption Gift Card"). The odds of receiving a Spend Some, Get Some Redemption Gift Card depend on the number of valid entries received. 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 a prize does not obligate the winner. 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.

9) **CLAIMING PRIZE:**

- A) Potential winners will be notified by email within three (3) business days after the email entry and will be given three (3) business days to confirm receipt of notification and ten (10) business days from sending of notification email to claim their prize. Potential winners who fail to claim their prize within ten (10) business days from the date of being notified, irrespective of the date of confirmation of receipt of notification, shall forfeit their prize.
- B) Prizes will be available for pick up at The Summit Guest Services office, located at 214 Summit Blvd. Suite 150 Birmingham, Al 35243. Entries will be available for pick-up beginning on July 27, 2022. Potential winners shall provide their driver's license or state-issued identification card, with a name that matches that listed on the entrant's entry email, in order to confirm the potential winner's identity and compliance with the eligibility requirements of these Official Rules prior to receiving their prize.
- C) Sponsor or The Summit (collectively, "Giveaway Entities") is not responsible for any change of email address, mailing address, and/or telephone number of entrants. If a winner cannot be contacted from the information provided or fails to claim their prize in accordance with these Official Rules, the Sponsor reserves the right to select another potential winner at its sole discretion. The Giveaway Entities are not liable if email is not

responded to within the time allowed or prize notification letter is lost in the mail or an email or other notification is returned as undeliverable when delivery is attempted by regular mail.

- 10) **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 giveaways and sweepstakes 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.
- 11) **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. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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.
- 12) **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.
- 13) **RELEASE:** By participating in the Giveaway, each entrant completely and fully releases and agrees to indemnify and hold harmless Sponsor, Bayer Retail Company LLC. 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.

14) 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 Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Alabama.

15) **COPIES OF RULES:** A copy of these Official Rules is available at <https://thesummitbirmingham.com/event/spend-some-get-some/> and the Guest Service office of The Summit, 214 Summit Blvd. Suite 150 Birmingham, AL 35243. The names of the Spend Some, Get Some Redemption Gift Card recipients will be available upon request at no charge at the management office of The Summit, 214 Summit Blvd. Suite 150 Birmingham, AL 35242, within ten (10) days from the date of the Giveaway or by mail at no charge within such period by writing and requesting such list with a self-addressed stamped envelope to The Summit, 214 Summit Blvd. Suite 150 Birmingham, AL 35243, Attention: The Summit Spend Some, Get Some Giveaway.

16) **SPONSOR AND ADMINISTRATOR:** Bayer Retail Company LLC, 214 Summit Blvd. Suite 150 Birmingham, AL 35243

17) **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, the owner of the Instagram page and not to Instagram or Facebook.