

## 2023 SUMMER SHOPPING SPREE GIVEAWAY

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Potential winner may be required to respond to an initial notification from Sponsor (defined below) within forty-eight (48) hours and to then execute prize acceptance documents and return them within five (5) days from date of issuance of notification, as more fully detailed below.

By entering this Promotion, you agree to these Official Rules, which are a contract, so read them carefully before entering. Without limitation, this contract includes a limitation of your rights and remedies, indemnities to Sponsor by you, binding arbitration of claims, waiver of class-action claims, and waiver of the right to trial by jury.

**PROMOTION OVERVIEW.** The 2023 Summer Shopping Spree Giveaway (“**Promotion**”) is sponsored by TORG Management, LLC (“**Sponsor**”). The Promotion begins at 12:00:01 a.m. in the time zone of the Outlet Center on May 15, 2023, and ends at 11:59:59 p.m. in the time zone of the Outlet Center on September 4, 2023 (the “**Promotion Period**”).

The Promotion consists of one “Sweepstakes” that include one grand prize. The winner will be picked from the six (6) Sponsor-operated outlet centers listed below:

- Lincoln City Outlets (Lincoln City, OR)
- Outlets Park City (Park City, UT)
- Outlets & Marketplace Williamsburg (Williamsburg, IA)
- OKC Outlets (Oklahoma City, OK)
- Outlets Ocean City (Ocean City, MD)
- Outlets Nags Head (Nags Head, NC)

(Each of the above Sponsor-operated outlet shopping centers is referred to in these Official Rules as an “**Outlet Center**.”)

Following the close of the Promotion Period, one (1) outlet-prize winner will be selected (subject to verification) from among all eligible entries received for the applicable Outlet Center’s Sweepstakes.

**ELIGIBILITY.** This Promotion is open only to those who are (a) at least eighteen (18) years old and the legal age of majority in their place of residence and (b) a legal resident of (i) one of the contiguous United States – excluding New York and Florida, (ii) Alaska, (iii) Hawaii, or (iv) the District of Columbia (collectively, the “**Territory**”). This Promotion is void outside of the Territory and where prohibited by law. Corporations and other entities are not eligible to enter or win a prize in this Promotion. Employees, officers, directors, members, managers, representatives, and agents of Sponsor, Yzer, Inc. d/b/a Funnell Design Group), SLM Consulting, LLC, Avison Young, Inc., Devils Lake Road, LLC d/b/a Lincoln City Outlets, SRE Ontario, LLC d/b/a Outlets Park City, OKC Outlets I, LLC d/b/a OKC Outlets, SRE Hawkeye, LLC d/b/a Outlets

Williamsburg, SRE Boardwalk, LLC d/b/a Outlets Ocean City, SRE Mustang, LLC d/b/a Outlets Nags Head, any other entity that owns, manages, or is a tenant at any of the Outlet Centers, and any other party participating in the design, marketing, administration or fulfillment of this Promotion, as well as each of their parent corporations, subsidiaries, and affiliated companies (the "**Released Parties**"), and the immediate family (defined as spouses, partners, parents, legal guardians, siblings, children, and grandparents, regardless of where they reside) and members of the same household (whether legally related or not) of any such person, are ineligible to participate or win any prize in this Promotion.

## **HOW TO ENTER.**

Go to the URL for the contest at one of the participating Outlet Center(s) and fill in the required entry fields.

**LIMIT ONE (1) ENTRY PER PERSON.** Any attempt made to submit entries in excess of the above stated limit by any means, including, without limitation, by using multiple sets of or false contact information, will be void and any entrant making such an attempt may be disqualified in Sponsor's sole discretion. Entries generated by a script, bot, macro, programmed, robotic or other automated means are void and may be disqualified.

Entries must be received during the Promotion Period through the Entry Site and in strict accordance with the instructions and restrictions stated on the Entry Site and in these Official Rules in order to qualify in this Promotion. The Entry Site's database clock will be the official timekeeper for this Promotion. An entry is "received" when it is recorded by the Entry Site's servers. Only entries that are recorded on the Entry Site's servers during the Promotion Period will be considered. Proof of submitting (such as, without limitation, a printed, saved, or copied automated receipt confirming entry or a "thanks for entering" screen or message) does not constitute proof of actual receipt of an entry for purposes of this Promotion.

Entries may not be acknowledged. Entries that are incomplete, garbled, late, unintelligible, fraudulent, forged, lost, misdirected, or generated by a macro, bot, script, or other automated means will not be accepted and are void. Those who do not follow all of the instructions, provide the required information in their entry, and abide by these Official Rules will be disqualified. In the event of a dispute about the identity of an entrant, the entry will be declared made by the authorized account holder of the email address submitted in the potentially winning entry, but only if that person meets all other eligibility criteria for this Promotion. "Authorized account holder" is defined as the natural person who is assigned to an email address by an online service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. With respect to any winning entry, the potential winner may be required to provide proof that he or she is the authorized account holder of the email address associated with entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Entries may not be made jointly or by any group and may only be made by an individual. Entries submitted on entrant's behalf by any other individual, by you on behalf of another, or by any entity, and/or entries originating at any website other than through the Entry Site (including, without limitation, any commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified. As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and complying with applicable

laws, regulations and rules – including, without limitation, public disclosure of such information on a winner’s list.

Any entrant determined or reasonably suspected to be engaging in any prohibited action or benefitting from the prohibited actions of others may, in Sponsor’s sole discretion, be disqualified and any prize forfeited. Sponsor reserves the right to restrict or void purported entries from any device, account, IP address, or other identifiable source or from any participant if such entry is determined or suspected to be fraudulent or otherwise in violation of these Official Rules, as determined by Sponsor in its sole discretion.

#### **DRAWINGS, ODDS OF WINNING, AND NOTIFICATION:**

For the Outlet Sweepstakes, one (1) potential outlet-prize winner will be selected by Sponsor’s designated representative from among all eligible entries received for the applicable Outlet Sweepstakes during the Outlet Sweepstakes Period in a random drawing which will take place within approximately five (5) business days after the end of the Outlet Sweepstakes Period. By way of example and without limiting any other provision of these Official Rules, a potential winner in the Outlet Center Sweepstakes will be selected in a random drawing from among all eligible entries received during the Outlet Sweepstakes Period through the Entry Site for the Outlet Center. Entries received in one Outlet Center’s Outlet Sweepstakes will not be considered in the Outlet Sweepstakes of any other Outlet Center.

#### **PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”)**

For the Outlet Sweepstakes, the one (1) winner will, subject to verification, receive a prize consisting solely of one the prize that was mentioned in the social media post.

The prize for this sweepstakes is one (1) Gift Card in the amount of \$600. The gift card will be from either the center or up to 3 of the retailers of the winner’s closest TORG Outlet Center. No substitutions may be made. The terms and conditions of the gift card due apply as noted on the gift card.

#### **LIMITATION OF LIABILITY:**

**To the fullest extent permitted by applicable law, each entrant agrees to release, discharge, hold harmless and indemnify each of the Released Parties from and against any claims, damages, disability, and costs of arbitration/litigation and settlement, as well as any liability whatsoever for injuries or damages of any kind sustained in connection with the use, acceptance, possession, misuse or awarding of any prize, while preparing for, participating in and/or traveling to or from any prize- or Promotion-related activity, including, without limitation, any injury, illness, damage, death, loss, or accident to or of person or property. The prior limitation on damages is not intended to limit the Released Parties’ obligation (if any) to pay prevailing party costs or fees recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the Released Parties’ liability for personal injury or tangible property damage caused by the Released Parties, or for the Released Parties’ gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.**

**Each winner agrees that the prize is provided as-is without any warranty, representation or guarantee, express or implied, in fact or in law, whether now known or hereinafter**

**enacted, relative to the use or enjoyment of any prize, including, without limitation, its quality, merchantability or fitness for a particular purpose.**

Each entrant understands and agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived by him/her. Section 1542 reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

**ADDITIONAL DISCLAIMERS:** Without limiting any other provision in these Official Rules, the Released Parties are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply any prize or any part thereof in the event that any of the Promotion activities or Released Parties' operations or activities are affected by COVID-19 or any other cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, any action(s), regulation(s), order(s), guidance, request(s), or recommendation(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s), guidance, request(s), or recommendation(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), civil disturbance, insurrection, riot, fire, flood, pandemic/epidemic (or similar public-health crises), explosion, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, or any other cause, whether or not specifically mentioned above. Released Parties assume no responsibility and will not be liable for any of the following, whether caused by a Released Party, the entrant, or by human or other error: entries that are submitted by illegitimate means (including any macro, bot, script, or other automated mechanism) or entries in excess of the stated limits; lost, late, incomplete, misdirected, stolen, fraudulent, garbled, unintelligible, or illegible entries, email, mail, or Promotion-related correspondence or materials or postage-due mail; address changes of entrants or entries not received in accordance with these Official Rules; viruses or other malicious code; interrupted or unavailable cable or satellite systems; technical, mechanical, hardware, or software malfunctions of any kind; unavailable network or Internet service provider connections; failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications; errors, typos or misprints in these Official Rules or in any Promotion-related advertisements or other materials; failures of any of the equipment or programming associated with or utilized in this Promotion; unauthorized human and/or mechanical intervention in any part of the entry process or this Promotion; technical or human error which may occur in the administration of this Promotion or the processing of entries; or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in this Promotion or receipt or use of any prize. 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 Grand-Prize Sweepstakes (and, if applicable, an Outlet Sweepstakes). Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or voicemail inbox to receive messages. Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend all or any part of this Promotion (or any of the Sweepstakes that comprise this Promotion) if it becomes incapable of running as planned for any reason – including, without limitation, closure of any Outlet Center in response to COVID-19 – or if any causes beyond the reasonable control of Sponsor corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion (or any Sweepstakes), and

award the prizes from all eligible, non-suspect entries received prior to cancellation, modification, or suspension (if any) or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with or artificially manipulating the entry process or the administration, operation, security, proper play or fairness of this Promotion (or benefiting from or encouraging others to do the same), or to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten, or harass any other person. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. Participants agree to not damage or cause interruption of the Promotion and/or prevent others from using the Entry Site. **Caution:** Any attempt by an entrant or any other individual to alter or damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to disqualify such individual and to seek damages to the fullest extent permitted by law.

#### **GOVERNING LAW/DISPUTES/ARBITRATION:**

**You agree that these Official Rules and your participation in the Promotion are governed by the laws of the State of Illinois. Both you and Sponsor waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney-general action. Notwithstanding any provision in the JAMS (defined below) rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney-general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.**

**The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts located in or having jurisdiction over Cook County, Illinois and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.**

**The parties agree that, except as set forth elsewhere in this section, any claim, suit, action or proceeding arising out of or relating to the Promotion, any prize, or these Official Rules – including, without limitation, any dispute over the enforceability of this dispute-resolution procedure itself – will be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration,” then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place in Chicago, IL, New York NY, Portland, OR, Salt Lake City, UT, or Washington, D.C. (whichever is closest to your residence) or – if so required by the JAMS rules – in or near your hometown. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations;**

provided, however, if for any reason any arbitrator or court holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Cook County, IL. Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative and arbitrator's fees charged to you by JAMS (or an alternate arbitration service) as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Promotion, provided that nothing in these Official Rules will restrict a California resident's rights under applicable law (if any) to seek public injunctive relief otherwise in accordance with this dispute-resolution provision.

Further, in any such dispute, under no circumstances will you be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

**GENERAL:** By entering, and as a condition of entry, each entrant agrees, to the extent permitted by applicable law: (1) to be fully and unconditionally bound by, and to waive any right to claim ambiguity in, these Official Rules; (2) that the decisions of the Sponsor are final and binding on all matters relating to the Promotion, including interpretation of these Official Rules and awarding of the prizes; and – except for residents of Tennessee – (3) to the use of his/her name, voice, image, likeness, biographical data and/or other personal attributes for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide (including online) in perpetuity by the Sponsor, its promotional partners, and third-party marketing entities, without additional compensation, review, or approval (but nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted in these Official Rules and entrant waives any right to inspect or approve such use).

If any provision of these Official Rules is held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right. No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of these Official Rules (including any inconsistency within these rules), it will be resolved in Sponsor's sole discretion. Each entrant acknowledges that, if he/she is chosen as a winner, certain of his/her identifying information may be disclosed to third parties or the general public, as required by law or otherwise provided for under these Official Rules – including, without limitation, on the winners list.

**PRIVACY:**

Information provided by an entrant in this Promotion will be used (a) by Sponsor to administer the Sweepstakes, to publish a winners list of all Sweepstakes in this Promotion, and as otherwise in accordance with its Privacy Policy (available at [outletresource.com/privacy-policy](http://outletresource.com/privacy-policy)) and (b) by the applicable Outlet Center to administer its Outlet Sweepstakes and as otherwise in accordance with the Privacy Policy for that Outlet Center, as available at:

- Outlets Park City: [www.outletsparkcity.com/privacy-policy/](http://www.outletsparkcity.com/privacy-policy/)
- Lincoln City Outlets: [www.lincolncityoutlets.com/privacy/](http://www.lincolncityoutlets.com/privacy/)
- OKC Outlets: [www.okcoutlets.com/privacy/](http://www.okcoutlets.com/privacy/)
- Outlets & Marketplace Williamsburg: [www.shopomw.com/privacy-policy/](http://www.shopomw.com/privacy-policy/)
- Outlets Ocean City: [www.outletsoceancity.com/privacy/](http://www.outletsoceancity.com/privacy/)
- Outlets Nags Head: [www.outletsnagshead.com/privacy-policy/](http://www.outletsnagshead.com/privacy-policy/)

**RULES/WHO WON?:** A copy of these Official Rules will be available during the Promotion Period at each center's website. Information about who won each Sweepstakes in this Promotion will be available at the same site for six (6) months following the end of the Promotion Period.

**THE SPONSOR OF THIS PROMOTION IS:** TORG Management, LLC, 980 N. Michigan Ave., Suite 1700, Chicago, IL 60611