

## **Official Sweepstakes Rules**

### **Concho Christmas Celebration 2020**

NO PURCHASE NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD(S) OR SERVICE(S) WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS SUBJECT TO FEDERAL, STATE, AND LOCAL REGULATIONS AND LAWS AND VOID OUTSIDE THE UNITED STATES AND WHEREVER PROHIBITED OR RESTRICTED.

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK.**

1. SPONSOR. This Sweepstakes is sponsored by Sunset Mall, JCPenney, Concho Christmas Celebration (“Sponsor”).

2. SWEEPSTAKES PERIOD. The Sweepstakes begins on Friday, December 4, 2020 and ends on **December 31, 2020** (the “Sweepstakes Period”). All “Entries” (as defined in Paragraph 5 hereof) must be received during the Sweepstakes Period. The Sponsor’s computer (or that of its designee for this sweepstakes) is the official time keeping device for online Entry into the Sweepstakes. For purposes of these Official Sweepstakes Rules, all times and days are [Central Standard Time].

3. ELIGIBILITY. The Sweepstakes is open to all legal residents of the United States of America and the District of Columbia (“Sweepstakes Territory”) who are [18] years of age or older as of the beginning of the Sweepstakes Period. Each person submitting an Entry in this Sweepstakes is an “Entrant.” All Entries by Entrants under [18] years of age, must be submitted by a parent or legal guardian on behalf of such Entrants. Participation in this Sweepstakes constitutes each Entrant’s full and unconditional representation of their age, as well as acceptance of these Official Sweepstakes Rules and consent to be contacted by [Sunset Mall ] by email or telephone. Employees of the Sponsor, its parent, subsidiaries, affiliates, and all advertising agencies, printers, promotional agencies and families of each involved in this Sweepstakes are not eligible to participate or win. To be eligible, the winner must be able to claim prize in person with seven days of notification.

4. WINNER SELECTION. Winning Entries will be selected in a random drawing, to be conducted during January 2020 after the Sweepstakes Period, from among all eligible Entries received by the Sponsor. Exact time and date are to be determined.

5. HOW TO ENTER. **Only one (1) entry per person will be eligible.** A winning Entry (the “Winner”) will be selected from all validly submitted Entries as described in Paragraph 4.

(a) By Mail: Complete the Concho Christmas Celebration survey given at the beginning of the Tour of Lights and mail it to the address indicated on the survey.

(b) In Person: Entrant may complete the Concho Christmas Celebration survey given at the beginning of the Tour of Lights and drop it in the mailbox at the end of the Tour of Lights.

(c) “Entry” shall mean and refer to each mail or Tour of Lights mailbox entry. Sponsor is not responsible for lost, late, illegible, incomplete, mutilated, undelivered, or misdirected Entry information. Upon submission, all Entries (subject to your rights in the Personal Data (defined below) shall become the exclusive property of the Sponsor and will not be acknowledged or returned.

6. PERSONAL DATA. All Personal Data will be held, used and processed by the Sponsor in accordance with its Privacy Policy as posted on Sponsor’s webpage at [www.sunsetmall.com](http://www.sunsetmall.com). Entrants must provide all required information for their Entry to remain eligible.

7. WARRANTIES AND CONSENTS. By completing and submitting an Entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be bound by the Official Sweepstakes Rules, (ii) based on the Official Sweepstakes Rules, Entrant is eligible to participate in the Sweepstakes, (iii) all of the information provided as part of Entrant’s Entry is accurate, does not violate any third party’s legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; and (b) agrees to be bound by the Facebook Statement of Rights and Responsibilities and any other terms that apply to Entrant’s use of Facebook’s policies and procedures and any other terms that apply to Entrant’s use of Facebook; (c) consents to the use of Entrant’s name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; (d) acknowledges that this Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook.

8. ODDS. The odds of becoming a Winner depend on the number of Entries received.

9. WINNER NOTIFICATION. Winners will be announced in January 2021.. The date is to be determined. The Winner will be notified via telephone and/or email and will be given instructions on how to claim the prize. Three (3) attempts will be made to contact a Winner within a [seven] ( 7 ) day period. If a Winner fails to respond within the [seven] ( 7 ) day period, or if an e-mail attempt is consistently returned as undeliverable, or if the selected Winner cannot accept or receive the prize for any reason, or s/he is not in compliance with these Official Sweepstakes Rules, **the prize will be forfeited and an alternate Winner may be selected at Sponsor’s discretion. Each Winner has [seven] (7) days after acceptance to take delivery of their prize. Winner must pick up the prize in person at the Sunset Mall Management Office with a photo i-d that includes dates of birth, driver’s license number.** Additionally, each Winner will be required to sign and return an Affidavit and Release Form (where legal and applicable) in accordance with Paragraph 10 below.

10. AFFIDAVIT OF ELIGIBILITY. Each Winner will be required to execute and return to the Sponsor an Affidavit of Eligibility and Liability/Publicity Release (the “Affidavit”) (where permitted and applicable) within fourteen (14) days of notification (first attempted delivery). If a Winner is under the age of eighteen (18) years of age, but an eligible minor in his/her state of residence, the prize will be awarded to a parent/legal guardian of Winner who must execute and return any required documents as noted previously in these Official Sweepstakes Rules. By completing, signing and returning the Affidavit, a Winner (i) releases and forever discharges the Sponsor, its affiliates and subsidiaries, and their respective advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising out of participation in this Sweepstakes or to arise by use of the prize, (ii) confirms compliance with these Official

Sweepstakes Rules, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Winner's name, address, photograph, voice and comments, without compensation, in any publicity carried out by the Sponsor or its respective advertising agencies, except where prohibited by law.

11. **AWARDING OF PRIZES.** All prizes in the Sweepstakes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. All prizes must be accepted as awarded. **Prizes must be collected in person at the Sunset Mall Management Office.** Prizes are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Each Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Prizes will be awarded only upon successful verification that all Sweepstakes requirements have been met, including, eligibility, age and other claims of/information provided by a potential Winner. Unused components of a prize shall be forfeited and have no redeemable cash value. Winners must take delivery of Prize within thirty (30) days of notice of availability from Sponsor or the prize supplier, at a time and place specified by Sponsor or the prize supplier. Winner waives the right to assert as a cost of winning the Prize any and all costs of verification and redemption or travel to redeem the Prize, if any.

## 12. PRIZE DETAILS.

(a) **Grand Prize:** The one (1) Grand Prize Winner, selected at random, will receive a \$500 JCPenney Gift card and \$500 gift card to the Sunset Mall retailer of choice. The \$500 from Sunset Mall may be broken up into a maximum of 5 stores at \$100. The Approximate Retail Value ("ARV") of the Grand Prize is \$1,000 based on [Manufacturer's Suggested Retail Price]. If the actual value is less than the stated ARV in these Official Sweepstakes Rules, the difference will not be awarded in cash.

13. **TAXES.** Any valuation of the Prizes stated above is based on available information provided to the Sponsor. The value of the Prizes will be taxable to Winners as income. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these Official Sweepstakes Rules are solely the Winner's responsibility. Winners are solely responsible for reporting and paying any and all applicable taxes. Any residents of the 50 United States that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Any Prize awarded above the threshold shall require the Winner to provide the Sponsor with valid identification and a signed Form W-9 with a valid taxpayer identification number or social security number before any Prize will be awarded. Entrant must contact his/her own tax advisor for any questions concerning taxes.

14. **PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes Winners' consent to Sponsor's (and its designees', successors' and assigns') use of Winner's

name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

15. INDEMNIFICATION. By entering the Sweepstakes, ENTRANTS AND EACH WINNER AGREE TO FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, FACEBOOK, SPONSOR'S PARENT COMPANIES, MANAGING AGENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RELATED PARTIES, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, OR DOWNLOADING OR ACCESSING OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE AWARDED HEREIN, ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT). Entrants and each Winner further covenant not to sue Sponsor or any of the other Released Parties and hereby acknowledge that neither Sponsor nor any Released Party has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Sweepstakes or the Prizes.

16. LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (6) undeliverable emails. 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 Sweepstakes at the discretion of the Sponsor.

17. DISPUTES. Entrants and each Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Texas courts (state and federal); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will an Entrant or a Winner be permitted to obtain awards for, and each Entrant and Winner hereby waives all rights to claim, indirect, punitive, incidental and 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. SOME

JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of the Entrants, the Winners and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

18. **TERMINATION; MODIFICATION.** In the event Sponsor is prevented from continuing with the Sweepstakes as a result of lack of feasibility of the Sweepstakes, compromised integrity of the Sweepstakes, infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond Sponsor's control, Sponsor may, within its sole discretion, cancel, terminate, modify, or suspend the Sweepstakes. If Sponsor elects to abbreviate the Sweepstakes as a result of such an event, Sponsor may award the prizes from among all valid and eligible Entries received up to the time of such event. In no event will more prizes be awarded than stated in these Official Sweepstakes Rules.

19. **GENERAL CONDITIONS.** Any individual found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or in an unsportsmanlike or disruptive manner, at Sponsor's sole discretion, may be disqualified and **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 Sweepstakes Rules shall not constitute a waiver of that provision.

Potential Winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning Entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor.

20. **WINNERS' LIST.** For a list of the Winners' names (available after the Sweepstakes ends) and/or a copy of these Official Sweepstakes Rules, send a hand-printed, self-addressed, stamped envelope to [Sunset Mall, 4001 Sunset Suite 1182, San Angelo, TX 76904] within [30] days after the Sweepstakes ends.

21. **SPONSOR.** The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is: Sunset Mall, 4001 Sunset Suite 1182, San Angelo, TX 76904