

**DOWNTOWN SUMMERLIN MiLB Championship Instagram Giveaway**  
**SPONSORED BY SUMMERLIN OPERATING COMPANY, LLC**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS PROMOTION AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Downtown Summerlin MiLB Championship Instagram giveaway (the “Promotion”) is open to all legal residents of the United States who are eighteen (18) years of age or older. Void where prohibited by law. Individuals employed by (i) Summerlin Operating Company, LLC (“Sponsor”); (ii) Downtown Summerlin vendors, retail tenants, or licensees; or, (iii) The Howard Hughes Corporation, its affiliates or subsidiaries, or its advertising and marketing agencies; and such employees’ immediate families, may not enter or participate in the Promotion. Immediate family members are defined as a parent, spouse, sibling, child or anyone sharing the same residence as the applicable employee. By participating, entrants agree to be bound by these Official Rules as may be modified or amended by Sponsor, and the decisions of the Sponsor, which are final and binding.

**1. Promotion Period:** The Promotion begins on **Wednesday, September 28, 2022 at 12 p.m.** PDT and concludes on **Saturday, October 1, 2022 at 12 p.m.** PDT (the “Promotion Period”). All entries must be submitted within the Promotion Period. Entries received after the end of the Promotion Period will be void.

**2. How to Enter:** A valid Instagram account is required to enter the Promotion. To enter the Promotion, an individual must follow @summerlin, @downtownsummerlin, @aviatorslv & @thelvbballpark, like the corresponding post, and comment on the corresponding post your gameday crew. Information provided in connection with entrance into the Promotion may be used by Sponsor in accordance with its Privacy Policy, which is found at <http://www.summerlin.com/privacy> and which may be updated from time to time. In case of dispute as to the identity of any entrant, each entry will be deemed made by the Authorized Account Holder (as defined below) of the email address associated with the Instagram account used to enter the Promotion. “Authorized Account Holder” is defined as the natural person who is assigned to an email address by an Internet service provider, 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. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the Instagram account used to enter the Promotion. By entering this Promotion, entrants give their express permission to be contacted by Sponsor by email or through Instagram for any purposes.

**3. Failed Entries; Disqualification:** One (1) entry into the Promotion per individual. Sponsor, including its directors, officers, employees, and agents, affiliates, and any third-party providers of services or goods are not responsible for incorrect or inaccurate entry information, or for any human mistake, technical error, or for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, or emails, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or for traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. Persons who tamper with or abuse any aspect of this Promotion, or

act in violation of the Official Rules, or act in any manner to threaten, abuse or harass another entrant, as solely determined by Sponsor, may be disqualified in Sponsor's sole and absolute discretion. Entry materials that have been tampered with or altered are void.

**4. Winner Determination and Prize Notification:** Subject to further verification and compliance with these Official Rules, the prize will be awarded to one (1) individual randomly selected by the Sponsor, after close of the Promotion Period, on **Saturday, October 1, 2022 at 12 p.m.** from among entrants who completed the entry process during the Promotion Period (the "Winner"). ENTRANTS NEED NOT BE PRESENT AT THE TIME OF SELECTION TO WIN. Sponsor will notify the Winner via Instagram direct message. Sponsor is not responsible for suspended, discontinued, or malfunctioning Instagram account service, which may result in the Winner not receiving a prize notification. Any prize notification returned to Sponsor or its agencies as undeliverable will result in disqualification. The Winner must contact Sponsor by responding to direct message and contacting Downtown Summerlin Marketing at (702) 677-1371 by **Saturday, October 1 by 5pm** to claim the prize. No other party will be allowed to claim the prize on the Winner's behalf. If the Winner does not contact Sponsor **by 5pm on Saturday, October 1**, the prize will be forfeited and a new Winner may be selected by the Sponsor, in its sole and absolute discretion. The Winner may be required to provide identification and sign an affidavit acknowledging the award; the prize will only be awarded to a verified Winner. If Winner refuses to execute the required documents or rejects his/her prize, or in the event of noncompliance with these Official Rules, the prize will be forfeited and a new Winner may be selected by the Sponsor, in its sole and absolute discretion.

**Prize:** The Winner will receive (4) four tickets to the **MiLB Championship** Game on **Sunday, October 2 at 4:05 p.m** valued at \$25 each.\*Winner may not re-sell tickets \*Winner will be contacted by DTS via Instagram direct messenger

Only one (1) prize will be awarded. The odds of winning the prize package will depend upon how many persons participate in the Promotion. The prize is not transferable and not redeemable for cash except at the sole discretion of Sponsor. In the sole discretion of Sponsor, the prize package is subject to change without notice, but will be substituted with a prize of equal or greater ARV. The prize is awarded "as is" with no warranty or guarantee by Sponsor.

**5. Taxes:** ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner will receive a 1099 tax form, when applicable, provided by Sponsor.

**6. List of Winners:** For the name of the winner, available after the conclusion of the Promotion, please mail a request for the list to:

Summerlin/The Howard Hughes Corporation Instagram giveaway  
c/o Marketing Department  
10801 W. Charleston Blvd., 3rd Floor  
Las Vegas, NV 89135

**7. Trademarks:** The trademarks of Instagram, Downtown Summerlin, [Summerlin] are the property of the owners of such trademarks.

**8. Publicity; Use of Personal Information:** Except where prohibited by law, entrance into the Promotion grants Sponsor and its affiliates, agents, successors and assigns a royalty-free, fully paid, non-exclusive, sublicensable, transferable, irrevocable, perpetual, unrestricted, worldwide license to use,

publish, transmit, display, store, distribute, your name, likeness, photograph, voice, biographical information, prize information, hometown, and state for promotional purposes in any media whatsoever. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor is not obligated to use any of the above-mentioned information, but may do so and may edit such information or materials, in Sponsor's sole discretion, without further notice obligation or compensation, unless prohibited by law. Sponsor may require the Winner to execute a written consent containing this right of publicity.

**9. Entrant Acknowledgements; General Waivers; Waiver or Right to Class Action:** By entering this Promotion, entrants agree that (i) they have read and accepted these Official Rules; (ii) Sponsor may terminate, postpone or otherwise modify the Promotion at any time in its sole and absolute discretion including, without limitation, in the event of equipment failure or malfunction, acts of God, natural causes, labor disputes, or fire, flood or other casualties, or if Instagram terminates or threatens to terminate Sponsor's right to conduct the Promotion using Instagram; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and, (iv) under no circumstances will any entrant be permitted to obtain any award for, and entrants hereby waive all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages other than actual out-of-pocket expenses. BY ENTERING THIS PROMOTION, EACH ENTRANT HEREBY WAIVES ANY RIGHT TO PROCEED BY WAY OF A CLASS ACTION, TO SERVE IN ANY REPRESENTATIVE CAPACITY FOR OTHERS, AND TO ACT AS A PRIVATE ATTORNEY GENERAL IN ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS PROMOTION OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies or certain kinds of damages, and so these limitations may not apply to you.

**10. Governing Law; Venue:** Except where prohibited, each entrant agrees that: (i) all issues and questions concerning these Official Rules shall be governed exclusively by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Clark County, Nevada, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and, (iv) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, 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.

**11. Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**12. Acknowledgment Regarding Instagram; Release of Liability:** This Promotion is in no way sponsored, endorsed or administered by, or associated with, or Instagram. By participating in this Promotion, each entrant agrees to fully and completely release, discharge, indemnify, and hold harmless Instagram, Sponsor, and their respective directors, officers, employees, agents, and any third-party

providers from any and all claims, losses, causes of action, and liability arising from injuries (including death), damages, costs, or expenses of any kind (including without limitation attorneys' fees) incurred as a result of the entrant's participation in this Promotion and/or their acceptance, use, or misuse of any prize or element thereof.

**13. Sponsor Contact Information:** Summerlin Operating Company, LLC, 10801 W. Charleston Blvd., 3rd Floor, Las Vegas, NV 89135.

Last Updated September 28, 2022