

DOWNTOWN SUMMERLIN P!nk at the Rink 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. The Downtown Summerlin Live Nation Pink 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) Howard Hughes Holdings, 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 **Tuesday, December 5th at 6am PST** and concludes on **Monday, December 11th 11:59pm PST** (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, public Instagram or Facebook account is required to enter the Promotion along with the Raiders app and a Ticketmaster account. To enter the Promotion, an individual must follow @downtownsummerlin, snap a photo at The Rock Rink, and post said photo to their Instagram or Facebook account tagging @downtownsummerlin and using the hashtag #pinkattherink. 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 or Facebook 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 allowed during the Promotion per individual for each social platform (Instagram and/or Facebook). 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 prizes will be awarded to seven (7) individuals randomly selected by the Sponsor using a method determined in the sole discretion of the Sponsor, after close of the Promotion Period, on **Monday, December 11th at 11:59pm PST** 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 direct message. Sponsor is not responsible for suspended, discontinued, or malfunctioning 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. Sponsor will notify the winner via direct message by Tuesday, December 12th at 8am PST. The Winner must contact Sponsor by responding to direct message by **Wednesday, December 13th at 3pm PST** 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 Wednesday, December 13th at 3pm PST, 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: Each Winner will receive two (2) tickets to the **P!nk Summer Carnival on September 13, 2024 at Allegiant Stadium** valued at \$129.95 for each ticket or \$260 for the pair *Winner may not re-sell tickets *Winner will be contacted by Summerlin Operating Company via direct messenger.

Only seven (7) prizes 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 approximate retail value. 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/Howard Hughes #pinkattherink Giveaway
c/o Marketing Department
1700 Pavilion Center Drive, Suite 250
Las Vegas, NV 89135

7. Trademarks: The trademarks of Instagram, Facebook, Raiders, Ticketmaster Live Nation, Downtown 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, 1700 Pavilion Center Drive, Suite 250, Las Vegas, NV 89135.

Last Updated: December 2, 2023