

## **Official Rules for the “Dogs of Downtown Summerlin 2025 Calendar Contest”**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Agreement to Official Rules.** Participation in the “Dogs of Downtown Summerlin 2025 Calendar Contest” (the “Contest”) constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (as defined below), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Contest is sponsored by Summerlin Operating Company, LLC, 1700 Pavilion Center Drive, Suite 250, Las Vegas, NV 89135 (“Sponsor”). This Contest is not sponsored, endorsed, or administered by Instagram or Facebook, and Instagram and Facebook is not associated with the Contest in any way. Any questions, comments, or complaints regarding the Contest must be directed to Sponsor, and not to Instagram or Facebook. You are providing your information to Sponsor and not to Instagram or Facebook.

**Odds.** The odds of winning the Contest will depend on the number of eligible entries received and the contest winners will be selected based on criteria, not at random.

**Eligibility.** This Contest is open to individual entrants who are legal residents of, and physically located within, any of the fifty (50) United States, who are at least eighteen (18) years of age or older as of the date of entry (or 19 if resident of AL or NE, or 21 if resident of MS). All directors, managers, officers and employees of Sponsor and its affiliates, sales representatives, distributors, licensees, agents, advertising and any related agencies, and each of their immediate family members (spouses, parents, children, and siblings and their respective spouses), and those living in the same household as each, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**Contest Period.** The Contest entry period will run from 10:00 am Pacific Standard Time (“PST”) on July 29, 2024 until 5:00 pm PST on August 11, 2024 (the “Contest Period”). Sponsor’s computer shall be the official time-keeping device for the Contest.

**How to Enter.** There are two (2) ways to enter the Contest:

**1. Instagram Entry.** To enter the Contest via Instagram, during the Contest Period, entrant must: (a) follow @downtownsummerlin and @summerlin on the Instagram application on compatible mobile devices; (b) take a photo featuring only entrant’s pet dog (no humans) at Downtown Summerlin (1980 Festival Plaza Dr, Las Vegas, NV 89135) in “dog friendly” locations (The Lawn, dog-friendly patio, sidewalks, etc.) and in a non-disruptive fashion (the “Photo”); and (c) publish the Photo on entrant’s Instagram account using Contest hashtags, #DOGSOFDTS25 and #contest (each, an “Entry”). To enter the Contest, you must be an active holder of a non-private Instagram account (holders of private account settings may not enter in this method). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram’s Terms of Use apply. For details, visit <https://help.instagram.com/581066165581870/>. If you enter using a mobile device on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service

provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.

**2. Facebook Entry.** To enter the Contest via Facebook, during the Contest Period, entrant must: (a) follow @downtownsummerlin and @summerlin on the Facebook application on compatible mobile devices; (b) take a photo featuring only entrant's pet dog (no humans) at Downtown Summerlin (1980 Festival Plaza Dr, Las Vegas, NV 89135) in "dog friendly" locations (The Lawn, dog-friendly patio, sidewalks, etc.) and in a non-disruptive fashion (the "Photo"); and (c) publish the Photo on entrant's Facebook account using Contest hashtags, #DOGSOFDTS25 and #contest (each, an "Entry"). To enter the Contest, you must be an active holder of a non-private Facebook account (holders of private account settings may not enter in this method). If you do not have the Facebook application, you may download it through the application store on your mobile device. The Facebook application is free, and Facebook's Terms of Use apply. For details, visit <https://facebook.com/terms>. If you enter using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.

**Judging Requirements; Winner Verification.** On or about August 14, 2024, [a committee of Sponsor employees] (the "Judging Committee") will review all eligible Entries submitted during the Contest Period by all eligible entrants and determine the thirteen (13) winning Entries based on the following criteria as applied to the entrant's Photo submission: (a) [Originality] – [33.33]%; (b) [Personality] – [33.33]%; and (c) [Presentation] – [33.33]%. By entering the Contest, each entrant agrees that the Judging Committee's decisions regarding the winning Entries and in regard to all related matters (including, without limitation, eligibility) shall be final and binding in all respects. Each potential winner will be notified by direct message via Instagram or Facebook and posted to Summerlin.com (as applicable). Each potential winner will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release within seven (7) days of date of issuance. The dogs featured in the winning Entries will be photographed for the Sponsor's "Dogs of Downtown Summer Calendar" the week of August 19 - August 26, 2024. Sponsor will have final selection of which photo of the dog is used in the calendar. If the winning dog is unable to be photographed on the assigned date, if such potential winner declines in writing to accept a prize, any Sponsor required documents are not returned on time, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at the Sponsor's sole discretion and time permitting, the Judging Committee may select an alternate winner based on the eligible entrant who submitted the next highest scoring Photo submitted during the Contest Period.

**Photo Requirements.** Entrant must be the sole owner of all right, title and interest in and to the Photo, or otherwise possess all rights in and permissions to the Photo required to grant the rights contemplated in these Official Rules to the Sponsor. If any person whose name, voice, likeness or persona is referenced, shown or otherwise captured in the Photo, entrant must secure the written consent of such person(s), and, if such person(s) are under the age of majority, also such person(s) parent/guardian. Each entrant is solely responsible from obtaining from all other applicable individuals, governmental bodies, or other entities any and all required rights, releases, consents, clearances, licenses and other authorizations necessary to exploit and

otherwise submit the Photo, and use and publish the Photo in any and all forms of media, including, but not limited, location releases. Sponsor shall be free to use, copy, disclose, license, distribute and exploit any such Photo in any manner without any obligation, royalty or restriction. All entrants that submit Photos must comply with the Instagram Terms of Use or Facebook Term of Use, as applicable, or will be disqualified in this Contest. Photos will not be accepted in the Contest if they include any content that contains or appears to contain, in each case as determined by the Sponsor in its sole discretion, any of the following: (a) offensive, profane, obscene or inappropriate material; (b) endorsement of (or condones) illegal drug use, alcohol abuse, or other illegal activity; (c) nudity, profanity, or extreme or gratuitous violence; (d) any express or implied commercial endorsement; (e) any derogatory characterization of any person or group based on age, race, color, gender, gender identity and expression, sexual orientation, religious beliefs, marital status, mental or physical disability, citizenship, creed, national origin, physical appearance, political affiliation, union membership, or other unethical or unlawful factors; (f) depictions of any conduct, language or other context not in keeping with Sponsor's image; or (g) material that defames or invade publicity rights or privacy of any person living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights, including, without limitation, trademark, copyright or other intellectual property rights. Sponsor reserves the right to disqualify any Entry it deems to fail to meet the requirements of these Official Rules. A Photo will not be accepted if it includes any trademarks, trade dress, logos, copyrighted material or any other intellectual property of any individual, company, or other entity or which may imply a false association or sponsorship or violate the intellectual property rights of others or imply a false association or sponsorship. Entrants are solely responsible for any copyright infringement or other violation of law arising from the Sponsor's use of the Photo. Entrants acknowledge that any breach or violation of these Official Rules, or a third party asserting rights to any Photo, shall immediately disqualify the Entrant during the Contest. ENTRANTS SHOULD NOT INCLUDE THEIR NAME, CONTACT INFORMATION OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION IN THE PHOTO, OR ANY PART THEREOF, AS THE PHOTO MAY BE PUBLICLY ACCESSIBLE. SPONSOR RESERVES THE RIGHT TO MODIFY THE PHOTO TO REMOVE SUCH INFORMATION AND/OR DEEM THE PHOTO VOID AND ILLEGIBLE TO PARTICIPATE IN THE CONTEST.

**Warranty.** By entering the Contest, each entrant represents, warrants and covenants that (a) each Entry is the entrant's original work and does not infringe upon or otherwise violate any right of any third party, including any copyright, trademark or other intellectual property rights; (b) each Entry has not been previously published; and (c) the entrant has the right and power to enter the Contest and perform all the obligations.

**Use and Publicity Rights.** By entering the Contest, the entrant agree that the Sponsor shall have the right, but not the obligation, to edit, remove, modify, publish, license, print, transmit, display or otherwise use any submitted Entry (including any Photo) via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation to entrant, his/her successors or assigns, or any other entity, except where prohibited by law. Entrant waives any retained rights of attribution, privacy, publicity, withdrawal, integrity or other moral or personal rights in the Entry and other related materials. If Sponsor requests the entrant's cooperation in promoting the Contest, the entrant agrees to reasonably be available for such promotional activities.

**Privacy.** By participating in the Contest, the entrant authorizes Sponsor to collect, use, process, transfer and store all data provided by such entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within such entrant's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Contest. All information submitted to Sponsor as part of this Contest will be treated in accordance with Sponsor's privacy statement, available at [https:// summerlin.com/privacy-policy](https://summerlin.com/privacy-policy). Personal information will be used only to: (a) administer the Contest or provide information regarding the Contest; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor on the entry form or otherwise, to send additional information to that entrant during or after any Contest Period. Each entrant has the right to withdraw and correct their personal data, but such entrant are not allowed to re-submit entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statement of Sponsor.

**Prizes.** Each of the thirteen (13) prize winner will receive a prize consisting of [one (1) "Dogs of Downtown Summerlin 2025 Calendar."] Approximate retail value ("ARV") of each prize is \$[10]. ARV of all prizes in this Contest is \$[130]. Each winning entrant acknowledges that he or she is ultimately responsible for all federal, state and local taxes due in relation to the prize. All prizes are awarded "as is" with no warranty, guarantee or representations, either express or implied by Sponsor. No interest will be paid on any prize. All costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Prizes are non-transferable and non-assignable, with no cash redemptions or substitutions, except at Sponsor's sole discretion. There will be no substitutions for any prize. Other restrictions may apply.

**Release and Limitations on Liability.** By participating in the Contest, each entrant agrees to release and hold harmless Sponsor, Instagram, Facebook, and their respective subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Contest agencies, and all directors, officers and employees of any of the foregoing entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Contest or the processing of entries; (f) injury (including death) or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt, use, or misuse of any prize; or travel to any Contest-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that entrant breaches any of these Official Rules, Released Parties shall be entitled to and may seek indemnification from entrant for recovery of all legal fees, damages, costs, claims and other expenses that may be incurred by Released Parties as a result of the aforementioned breach. entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Contest or acceptance, possession, or use of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction

or property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Sponsor is not responsible if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**Miscellaneous.** The decisions of Sponsor are final with respect to all aspects of this Contest. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the State of Nevada, without regard to choice of law principles. Except where prohibited, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable state or federal courts situated in Las Vegas, Nevada; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any) not to exceed one hundred dollars (\$100), including costs associated with entering this Contest, but in no event attorneys' fees; (c) under no circumstances will entrant be permitted to obtain awards for punitive, incidental, special, consequential or other damages, including without limitation, lost profits, (collectively, "Special Damages"), and (d) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

**FOR CALIFORNIA ENTRANTS:** EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

*"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. 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."*

The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Contest to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (i) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (ii) award the prize from among the non-suspect, eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Contest, to be acting in violation of these Official Rules or any applicable laws relating to the

Contest, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Contest 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.

**Winners List; Official Rules.** For notification of the winners (first name, first initial of last name) and/or a copy of these Official Rules, send a self-addressed, stamped envelope to be received by February 28, 2025 to: Summerlin Operating Company, LLC, c/o Dogs of Downtown Summerlin 2025 Calendar Contest, 1700 Pavilion Center Drive, Suite 250, Las Vegas, NV.

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