

## The Orchards Mall “INBOX Rewards” Official Rules

### Terms and Conditions

These rules apply to all The Orchards Mall “INBOX Rewards” promotions and/or drawings (“Official Rules”). Entrants agree to abide by these Official Rules and by the decisions of The Orchards Mall, whose decisions are final. Failure to comply with these rules may result in disqualification from any The Orchards Mall promotions and/or drawings. The Orchards Mall reserves the right to permanently disqualify from any of its promotions and/or drawings any person The Orchards Mall believes has violated these Official rules. The Orchards Mall reserves the right to modify or amend these Official Rules, as it deems necessary, with or without notice, at any time and for any reason.

#### 1. Eligibility Requirements

Entrant must be 18 years of age. Entrant must have a valid email address and have completed The Orchards Mall “INBOX Rewards” registration form.

#### 2. How to Enter

**NO PURCHASE NECESSARY TO ENTER ANY DRAWINGS AND/OR RECEIVE ANY PRIZES** under the INBOX Rewards promotion.

A. Entrant must have registered to become and continue to be a member of our “INBOX Rewards” program and agree to receive emails with preferred offers and coupons, sale and event information. Registration forms will be available at The Orchards Mall Customer Service Center, The Management Office, and Website. ([www.theorchardsmall.com](http://www.theorchardsmall.com))

B. Prizes shall be rewarded to selected email entrant based on participating activity.

#### 3. Drawings and Redemption

##### A. Drawings

Drawings for each prize will take place on the 15<sup>th</sup> of each month, the following month or quarter. Excluding weekends and Holidays. The drawing will be conducted by Management designee, whose decisions are final and binding on all matters relating to the drawing. Winners will be selected based on participating activity.

##### B. Notification

Winners will be notified via e-mail at the time of drawing. Prize notification returned as undeliverable will be forfeited.

##### C. Acceptance of Prize

Winning entrants must claim prize by signing an affidavit of eligibility and release from liability at the time of receipt. Prize must be claimed within 10 days of email notification. Office hours Monday thru Friday 10am-4pm at The Orchards Mall management office. Prizes not claimed within the 10 days will be forfeited. To claim a prize, The Orchards Mall may require any entrant to present photo identification. All prizes non-refundable, non-transferable and not

redeemable for cash. Each winner is responsible for all federal, state and local taxes applicable to the acceptance and use of his/her prize.

D. Odds of Winning in Drawings

The odds of winning depend upon the number of entries received and therefore, cannot be determined in advance.

4. Prizes

A. Quarterly Prize; \$100 shopping spree with The Orchards Mall Gift Certificates.

B. Monthly Prize; Selected Gift Basket of mall prizes valued at \$25.

5. Winners Consent and Responsibilities

A. Winner agrees to release The Orchards Mall; Security National Properties Holding Company, Sequoia Investments V, LLC, JcJJ Management, LLC., their respective agents, affiliates, employees, partners, suppliers and advertising, promotional or judging agencies, from any and all liability whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize.

B. Winner may be required to sign an affidavit/disclaimer and tax forms.

C. Winners consent to the use of their name, photograph and/or likeness for advertising and publicity purposes without notice or compensation, unless prohibited by law.

D. Prizes are subject to all applicable federal, state and local laws and regulations. Each winner is responsible for all federal, state and local taxes applicable to the acceptance and use of his/her prize. All other associated fees, costs, surcharges and expenses not specified herein are also the responsibility of the winning entrant, including but not limited to shipping and handling costs.

E. The Orchards Mall may substitute an advertised prize with another prize of equal or greater value, with or without notice, if the advertised prize is not available to The Orchards Mall.

6. Winners List

A. The name of the winners ("Winners List") may be posted on site at The Orchards Mall as well as The Orchards Mall website and other advertising avenues, throughout the promotion. Each Entrant also gives consent to release their First and Last initial to be posted on mall's website and other advertising avenues.

B. Advertising avenues may include but are not limited to Mall Website, Facebook Fan Page, Marquee Sign, Radio, Television, and any/all print advertising.

7. Additional Conditions and Waivers

A. The Orchards Mall shall not be responsible for any system failure, including without limitation, acts of God, telephone, network, electronic, and computer failures of any kind.

B. The Orchards Mall reserves the right to cancel any promotion or drawing, with or without notice, and/or disqualify an entrant from the promotion or drawing.

C. In the event of any failure, The Orchards Mall reserves the right to run the promotion or drawing among the entries received prior to the occurrence of the Failure, but shall not be required to do so.

D. ALL PRIZES ARE PROVIDED ON AN "AS IS" BASIS. THE ORCHARDS MALL MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRIZES, WEB PAGES AND/OR GAMES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO PROMOTION SHALL THE ORCHARDS MALL, ITS SPONSORS AND/OR SUPPLIERS OF PRIZES BE LIABLE FOR ANY INDIRECTED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH OR ARISING OUT OF THE EVENT OR DRAWING.

E. All entries become property of The Orchards Mall and will not be acknowledged or returned. By entering the promotion or drawing, entrants release and hold harmless The Orchards Mall, its respective parent companies, subsidiaries, affiliates, directors, officers, employees and agents from any and all liability or any injuries, loss or damage of any kind arising from or in connection with the event, any drawing or any prize won. The Orchards Mall reserves the right to prosecute to the fullest extent of the law any individual who attempts to forge any ticket or entry form or attempts to in any way defraud The Orchards Mall, its sponsors, and or suppliers.