



PINECREST

SWEEPSTAKES OFFICIAL RULES

1. NO ENTRY FEE. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING.
2. GENERAL INFORMATION: The 30 Days of Pinecrest (“Sweepstakes”) begins at 8:00AM PST on April 20, 2020 and ends at 11:59PM PST on May 19, 2020 (the “Sweepstakes Period”). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
3. SPONSOR: The Sweepstakes is sponsored by Pinecrest (“Sponsor”). Sponsor will conduct the Sweepstakes substantially as described in these Official Rules. All copyrights and trademarks are the property of their respective owners.
4. ELIGIBILITY: The Sweepstakes is open only to natural persons who are (i) at least 18 years of age or older (at the time of entry), and (ii) a legal resident of the 50 United States or the District of Columbia. Employees of the Sponsor and their respective parent companies; affiliates; subsidiaries; advertising, promotion, fulfillment or other coordinating agencies; individuals providing services to the Sponsor through an outsourcer or temporary employment agency during the Sweepstakes Period; and their respective immediate family members and persons living in their same household are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. By participating in the Sweepstakes, entrants agree fully and unconditionally to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.
5. *HOW TO ENTER*: Enter to win a Pinecrest Gift Card, by 1) liking our IG post, 2) like @discoverpinecrest 3) tag a friend for the chance to win gift card prizes or 4) Posting a photo or video. Once submitted, an entry cannot be deleted, modified, or cancelled. The only methods of entry are those set forth in these Official Rules. No other method of entry will be accepted. The Sponsor is not responsible for lost, misplaced, illegible, mutilated, incomplete,



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incorrect or undelivered entries, and such entries will be deemed invalid. Entries become the property of the Sponsor and will not be returned. THERE IS NO LIMIT OF ENTRY PER PERSON. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor's designated server's clock will be the official timekeeper for the Sweepstakes. For the avoidance of doubt, Sponsor may not provide entrant with confirmation of Sweepstakes entry. As a condition of entering the Sweepstakes, each entrant gives consent for the Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering the Sweepstakes and complying with applicable laws, regulations and rules.

6. DRAWING AND NOTIFICATION: Prize winner will be selected via direct message by **May 20, 2020** in a random drawing from among all eligible entries received. The drawing will be conducted on May 20, 2020. Odds of winning a prize depend on the number of eligible entries received. **Sponsor will make up to two (2) attempts over the 24-hour period following each winner's selection to contact the potential winner via the social media contact. If the potential winner cannot be reached during the 24-hour period in which he/she is contacted such potential winner will be disqualified and an alternate winner will be selected from among the remaining applicable eligible entries received, if time permits (at Sponsor's sole discretion).** The return of a potential winner's notification, prize information, or the prize as undeliverable or rejection of the prize by the potential winner will result in disqualification of the potential winner and an alternate potential winner may be selected. The Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winners, if any. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the social contact information provided at entry. The authorized account holder is defined as the natural person who is assigned to a social contact. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the social contact associated with the winning entry and is otherwise eligible to enter the sweepstakes.



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7. PRIZES: Winner for the chance to win a \$50 Pinecrest Gift Card. No transfer, or cash or other substitution of prizes allowed except that the Sponsor reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. Sponsor shall have no responsibility or obligation to any winner or potential winner who is unable or unavailable to accept or utilize prizes as described herein. Prizes consist of only those items specifically listed as part of the prize. There is no cash redemption value for any component of the prize. The Sponsor will not replace any lost or stolen prizes once in winner's possession.

8. PRIZE CONDITIONS: Except where prohibited by law, a potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, and a Tax Acceptance Form ("Affidavit/Release"). Such documents must be signed and returned by the date and/or time indicated within such documents. If the documents are not signed and returned within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by the Sponsor in the Sponsor's sole discretion, then the potential winner will be disqualified and an alternate potential winner will be selected. Entrant waives the right to assert as a cost of winning a prize all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Sponsor is not responsible for fraudulent calls or emails made to entrants not by the Sponsor. All entries are subject to verification prior to awarding of prizes. Eligibility, age, and claims made by prize winners also are subject to verification prior to awarding of prizes.

9. TAXES: All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the winners. Each winner may be required to provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Entrants winning over \$600 in prizes will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will



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be filed with the IRS.

10. **RELEASE:** By participating in the Sweepstakes, entrants agree to release, indemnify, defend and hold Sponsor, and respective parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Sweepstakes (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Sweepstakes or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Sweepstakes to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Sweepstakes; and (iii) any printing or typographical errors in any materials associated with the Sweepstakes.

11. **LIMITATION OF LIABILITY:** The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Sweepstakes and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Sweepstakes that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event



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attorneys' fees.. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Sponsor's property or production, the Sweepstakes, any website, content, advertising or other materials used, displayed or issued in connection with the Sweepstakes, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

12. PUBLICITY RELEASE: Except where prohibited, an entrant's participation in the Sweepstakes constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Sponsor's platform, in its e-mail blasts and any other media chosen by the Sponsor without compensation or additional compensation.

13. GENERAL CONDITIONS: By participating in the Sweepstakes, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Sweepstakes. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. All entries, as applicable, become property of the



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Sponsor and none will be acknowledged or returned. Sponsor reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised. The Sponsor reserves the right to disqualify any entrant or winner, as determined by the Sponsor, in its sole discretion and without liability to the entrant or winner. The Sweepstakes is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Sweepstakes is void where prohibited or restricted by law. All disputes, issues and/or questions concerning the Sweepstakes, including the rights and obligations of the entrant and the Sponsor in connection with the Sweepstakes, or the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of Ohio without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio. Any legal actions, suits or proceedings related to the Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Ohio, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Sweepstakes. The Sponsor may substitute prizes of equivalent value, amend the rules, or discontinue the Sweepstakes at any time for any reason. The Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes.

14. **PRIVACY AND PERSONAL INFORMATION:** Sponsor may collect personal data about entrants online and use such data in accordance with Sponsor's privacy policies at <https://cimgroup.com/privacy-policy> ("Privacy Policies") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policies carefully. By participating in the Sweepstakes, entrants hereby agree to such collection and use of their personal information by Sponsor, either collectively or individually, and acknowledge that they have



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read and accepted these Official Rules and the Privacy Policies.

15. **FORCE MAJEURE:** Without limiting any other provision in these Official Rules, in the event that any of the Sweepstake's activities or the Releasees' operations or activities are affected, as determined by the Sponsor, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, the Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes, and no Releasees shall be responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply the prize or any part thereof. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

17. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials



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and these Official Rules, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

WINNERS LIST: For the name of the official prize winner(s) (available after the date of the random drawing) or a copy of these Official Rules, send a self-addressed, stamped envelope to "30 Days of Pinecrest SWEEPSTAKES" - WINNERS LIST <OR> OFFICIAL RULES (PLEASE SPECIFY WHICH), [Pinecrest Management Office, 200 Park Avenue, Beachwood, OH 44112]. Vermont residents may omit return postage for Official Rules requests. Official Rules are also available during the Sweepstakes Period on Sponsor's website.