

OFFICIAL RULES – Miromar Outlets – The Diamond Dig

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Official Contest Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE ODDS OF WINNING DEPENDS ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

1. Name of Sponsor & Administrator

Miromar Outlets – (“Sponsor” and/or “Administrator”)

2. Eligibility

The Diamond Dig Contest is open to all individuals age 18 and older who are legal residents of the United States. Valid identification may be required.

Any individuals, employees, family members and/or affiliates or subsidiaries of Miromar Development Corporation and Miromar Outlets its tenants, their employees and family members or any organization responsible for sponsoring, fulfilling, administering, advertising or promoting the contest and immediate family members and household members are NOT eligible to participate. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. “Household members” shall mean people who share the same residence at least three (3) months a year.

3. How and When to Enter.

To enter participants must complete a registration form with their name, address, city, state, email address, contact phone number, and must be at least 18 years of age to participate; before Monday, February 4, 2019. Registration forms will be available at the Miromar Outlets Mall Office located in Suite 199 at 10801 Corkscrew Road Estero, FL 33928 or by emailing Christine Nanio at cnanio@miromar.com. Upon successfully entering, participant must also complete the additional registration forms which include a Photography/Video Release and Hold Harmless Agreement and sign a copy of the Official Rules acknowledging receipt and acceptance. Only one (1) entry per person will be permitted regardless of the method of entry. The submission of duplicate entries by the same entrant will be automatically withdrawn.

Entrants must show up on the day of the event, Saturday, February 9, at 10:45 a.m., to be notified in person, if they are one (1) of the twenty-five (25) eligible participants. Sponsor reserves the right to determine the method of notification. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete garbled or misdirected entries, which will be disqualified. If an entrant is not present for the dig, their spot will be forfeited and an alternate entrant will be selected from the pool of eligible entries. Sponsor shall maintain a waiting list of no more than two hundred (200) entrants.

Sponsor will be collecting personal data about entrants (including, without limitation, e-mail addresses) when such entrants enter the Contest. Participation in the Contest further constitutes entrant’s full and unconditional agreement to and acceptance of these Official Contest Rules and willingness to be contacted by mail, telephone and/or email.

3. Prizes. A total of twenty-five (25) prizes will be awarded in this Contest as follows:

A total of twenty-five (25) participants will be selected to compete on Saturday, February 9, 2019 in a diamond dig contest for the chance to win a diamond (approx. one-half ct., set in a 14 Karat White Gold ring, with an

approximate retail value of \$2,299.88) along with other valuable prizes. The participants will be randomly selected in a drawing the day of the event. The contest will be held in the courtyard near Bath & Body Works, Suite C-96 at the Miromar Outlets. Hidden in a sand pile will be colored gems. One specific gem color will represent the winner of the diamond. The other colored gems will be symbolic of the other prizes to be awarded. The association of the color of the gem and the prize to be awarded, including the diamond, will be at the discretion of Sponsor and revealed at the end of the competition. In addition, there will be a "Treasure Chest" which shall contain undisclosed prizes.

The first twenty-five (25) participants will have the choice to either dig for a colored gem or pick a key to unlock the Treasure Chest. If a participant chooses to dig, they will be allotted an amount of time, which will be determined by Sponsor to dig for a colored gem of their choosing. Participants shall be called one at a time in the order in which their entry was selected. Only one (1) gem per participant will be allowed. If a participant fails to find a gem in their initial dig they will be allowed a second dig after all twenty-five participants have had a chance. Once all the gems have been discovered, Sponsor will reveal the color of the gem associated with each prize to be given away. There will be multiple winners. Once the twenty-five (25) participants have completed their dig, any participants on the waiting list will be allowed a chance to pick a key to unlock the Treasure Chest.

All prizes are non-transferable and may not be substituted. The winner is solely responsible for any applicable federal, state and local taxes in connection with the prize in the year in which the prize is awarded. The prize is awarded "AS IS" and without any express or implied warranties, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL OF WHICH EXPRESS OR IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED by Sponsor.

4. Releases.

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor/Administrator and Judges, which shall be final in all respects. By participating in this contest and accepting any prize they may win, entrants agree to release Miromar Outlet West, LLC, Miromar Outlet East, LLC and Miromar Development Corporation, its parent, subsidiary, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss of damage arising in any manner, directly or indirectly, from participation in this contest. Winners of each prize will be required to execute a release of liability. Winners of each prize shall complete form 1099 for Miromar Outlets to submit to the IRS. Any additional costs related to the prize that are incurred as a result of acceptance of the prize are the sole responsibility of the winner.

Entrants authorize the Released Parties to use their name, voice, likeness in programming or promotional material for use in Miromar Outlets print, online and video-based marketing materials, without further compensation, unless prohibited by law. Sponsor is not obligated to use any of the above mentioned material but may do so and may edit such material, at Sponsor's sole discretion, without further obligation or compensation.

5. Miscellaneous; Winners' List.

All federal, state and local laws and regulations apply.

Sponsor/Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to, acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the names of the prize winners, send a self-addressed, stamped envelope to Miromar Outlets, 10801 Corkscrew Road, Suite 199, Estero, Florida 33928 within thirty (30) days of February 9, 2019.

CONTEST RULES ACKNOWLEDGEMENT I have thoroughly read and understand all the contest rules set forth above. I agree to follow all Miromar Outlets, The Diamond Dig rules stated above, directions and instruction in all matters relating to the contest, which rules are subject to change at Sponsor's sole discretion.

Entrant Signature: _____ Date: _____

Print Name: _____

PHOTOGRAPHY/VIDEO RELEASE AND HOLD HARMLESS AGREEMENT

I, the undersigned, authorize and consent to Miromar Outlet West, LLC, Miromar Outlet East, LLC and Miromar Development Corporation's ("Miromar") publication of photographs and/or video taken on or about February 9, 2019 as part of the Diamond Dig held at the Miromar Outlets located at 10801 Corkscrew Road in Estero, Florida of myself and to use my name and likenesses, for use in Miromar print, online and video-based marketing materials.

I release and hold Miromar harmless from any reasonable expectation of privacy or confidentiality for myself and associated with the images specified above. Further, I have full authority to consent and authorize Miromar to use my likeness and name.

I further acknowledge that participation in the contest is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials and other Miromar publications. I acknowledge and agree that publication of the photos confers to me any rights of ownership or royalties whatsoever.

I waive all claims I may have against Miromar, release and hold Miromar Outlet East, LLC, Miromar Outlet West, LLC and Miromar Development Corporation and all its subsidiaries, its agents or employees harmless against any and all claims, suits, actions or liabilities costs, damages to any person or property arising out of or from any incident, accident or occurrence on or about the Miromar property while participating in the audition. I agree to protect, defend, and hold Miromar harmless and indemnify Miromar from and against any and all claims, liabilities, and costs of whatever nature (including reasonable attorney's fees and costs) arising out of the contest or related to injuries to any person, including death or damage or loss to any property occurring in or about the Miromar property related to or arising out of the contest.

Authorization:

Signature: _____

Printed Name: _____

Street Address: _____

City/State/Zip: _____

Date: _____