

**SCOTTSDALE QUARTER
TASTE OF THE QUARTER SWEEPSTAKES
OFFICIAL RULES**

1. SPONSOR: The Taste of the Quarter Sweepstakes (the “Sweepstakes”) is sponsored by SDQ Fee, LLC (the “Sponsor”). It is marketed to visitors of Scottsdale Quarter (the “Center”).

THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.

2. AGREEMENT TO RULES: By taking part in this Sweepstakes a participant (“You”) agrees to be bound by these Official Rules and all decisions of Sponsor relating to this Sweepstakes are final and binding. Further, You represent and warrant that You meet the eligibility requirements.

3. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. AN ENTRANT MUST BE A NATURAL PERSON 18 YEARS OLD OR OLDER TO ENTER. VOID WHERE PROHIBITED BY LAW. The following are not eligible to participate in the Sweepstakes or win a Prize offered through the Sweepstakes, if during the Entry Period, they were: (i) Sponsor, its parent companies, affiliates, subsidiaries, advertising or promotional agencies; (ii) tenants of the Center; (iii) respective officers, directors, employees and agents of the parties listed in (i) and (ii); or (iv) members of the immediate family of, and people living in the same household with any individual listed at (i), (ii) and (iii). All decisions regarding eligibility to enter this Sweepstakes will be determined by the Sponsor in its sole discretion.

4. ENTRY: To Enter, You must fulfill the following requirements, as specified, during the Entry Period. Your entry, comment, photo or any other content submitted to Sponsor in connection with this Sweepstakes shall be referred to as Your “Entry”. An Entry that is incomplete or does not adhere to these Official Rules may be disqualified at the sole discretion of Sponsor or Administrator. No other methods of entry will be accepted. You may enter only once per day. You may not enter using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules.

There are two ways to enter:

Submission Entry.

- (a) Take a photo of Eligible Receipt(s). Go to the Event Page on Center website, www.scottsdalequarter.com and follow the link to upload your photo within fourteen (14) days of the receipt date. Eligible Receipts are those receipts for purchases from restaurants located in the Center dated between 09/18/2020 – 09/27/2020 (the “Offer Period”) and totaling at least Fifty Dollars (\$50.00), not including applicable taxes, delivery fees or tips.
- (b) Receipts cannot be split and used by multiple persons or multiple times for more than one Entry.

Instagram Entry. All labels are required for a valid entry.

- (a) Take of photo or “selfie” of your favorite restaurant at the Center (“Your SDQ Restaurant Photo”).
- (b) Post Your SDQ Restaurant Photo on Instagram using the hashtag #tastethequartersweepstakes.

Entry Period (the “Entry Period”)

From 12:00 a.m., September 18, 2020 to 11:59 p.m., October 10, 2020.

To participate in this Sweepstakes, You must have an Instagram account. Visit www.instagram.com to create a free account. While Instagram accounts are free, message and data rates may apply to an Entry transmitted via your Instagram account. You may not purchase a computer or internet access for the primary purpose of entering the Sweepstakes and will be ineligible if you make any such purchase.

5. ENTRY GUIDELINES. Failure to comply with the following Guidelines will cause Your Entry to be rejected and disqualified.

5.1 You may not accept or agree to accept, directly or indirectly, any money, service or other valuable consideration for participating in the Sweepstakes. You may not use Your Entry to endorse, expressly or impliedly, any goods or services. You must comply with Instagram’s Terms of Use (which may be viewed at <https://instagram.com/legal/terms/>) when submitting Your Entry.

5.2 An Entry that does not comply with the following additional content restrictions, will be disqualified.

- Your Entry must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- You must have permission from all individuals that appear in Your Entry (if any) to use their likeness in Your Entry. A parent or guardian must consent for people under the age of 18 years.
- Your Entry must be family friendly and appropriate for all ages. Your Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory or libelous.
- Your Entry must not promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Your Entry must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

6. PRIZES: There are fourteen (14) prizes available to be won (each a “Prize”). The Prizes and their Approximate Retail Value (“ARV”) are listed below. Sponsor reserves the right, in its sole discretion, to substitute a prize or prizes of equal or greater value for any and all prizes. No other substitutions or cash equivalents allowed. The Winner is responsible for all federal, state and local taxes applicable to the acceptance and use of the Prize. The Prize is non-transferable.

Prize Description	ARV
Gift Card Package including gift cards to Center Restaurants	\$500.00
One (1) Gift Card from Dominick’s Steakhouse	\$200.00
One (1) Gift Card from Eddie V’s Prime Seafood	\$200.00
One (1) Gift Card from True Food Kitchen	\$100.00
One (1) Gift Card from Sorso Wine Room	\$50.00
One (1) Gift Card from Bubble Bee	\$50.00
One (1) Gift Card from Press Coffee	\$50.00
One (1) Gift Card from Menchie’s Frozen Yogurt	\$50.00
One (1) Gift Card from Dog Haus	\$50.00
One (1) Gift Card from Breakfast Kitchen Bar	\$50.00
One (1) Gift Card from Grimaldi’s Pizzeria	\$50.00
One (1) Gift Card from Zinburger	\$50.00
One (1) Gift Card from Obon Susi + Bar + Ramen	\$50.00
One (1) Gift Card from Sol Mexican Cocina	\$50.00

7. DRAWINGS: There will be one (1) random selection conducted on Tuesday, October 12, 2020 at 12:00 p.m. (the “Draw”). Fourteen (14) Entries will be drawn from the pool of entrants that submitted an Entry during the Entry Period (the “Selected Entrant”), one for each Prize. The Prizes will be award in the order listed in [Section 6](#).

8. WIN NOTIFICATION/CLAIMING PRIZES: Sponsor will notify the Selected Entrant Email or Direct Messaging on Instagram on **October 13, 2020** on or before 12:00 p.m. (the “Win Notification”). The Selected Entrant must acknowledge the Win Notification within twenty-four (24) hours. If the Win Notification is not acknowledged within twenty-four (24) hours, the Selected Entrant will be disqualified and Sponsor will draw another entry. A Selected Entrant will not be declared a Winner until the Selected Entrant (i) presents a government issued photo ID and Win Notification confirming identification at the Center’s Management Office prior to **October 23, 2020** on Monday – Friday between 9:00 am to 5:00 pm and (ii) signs a Winner Acceptance, Hold Harmless, Release and Consent form upon claiming the Prize. Return of Win Notification as undeliverable, failure to provide, sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance to these Official Rules by a potential Winner will result in disqualification. Sponsor reserves the right to modify Prize redemption procedures in its sole discretion. The Winners will be announced on or before **October 28, 2020** via Center Instagram account and website.

9. ODDS OF WINNING: The odds of winning a Prize through this Sweepstakes depend upon the number of eligible entries received during the Entry Period.

10. USE OF ENTRY.

By submitting an Entry, You grant to Sponsor and its designees, assigns, licensees and successors a royalty-free, perpetual, worldwide, irrevocable, non-exclusive license to exploit, edit, modify, create derivative works from, display and distribute Your Entry and all elements of Your Entry, including, Your name, voice, performance, photograph, city and state of residence and likeness (including, but not limited to, Instagram profile photo), for advertising, promotion, trade and other purposes, in any and all media, now or hereafter devised, in any manner, in whole or in part, together with other materials, without further

compensation, notice, review or consent from You or any third party, in all media (except to the extent prohibited or limited by law). You agree to execute specific consent to such use if asked to do so. This limited license shall entitle Sponsor to, among other things, post the Entry on Sponsor's Facebook page or Instagram account. Upon request, You must be able to provide all appropriate clearances, permissions, consents and releases needed to ensure that publication of the Entry does not infringe upon the rights of third-parties, including releases from all persons appearing in any photograph and releases/license rights from owners of intellectual property appearing in the Entry. In the event You cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify Your Entry, or seek to secure the outstanding clearances, permissions, consents and releases.

11. DISPUTES. Sponsor's agents and designees shall have complete discretion over the interpretation of these Official Rules. Any dispute, controversy or claim arising out of or relating to the Sweepstakes, or Your participation therein, or the use of any material, or these Official Rules, shall be governed by the laws of the State of Ohio, without regard to choice-of-law rules or principles. In the event of a dispute involving Your identity it will be deemed to be submitted by the natural person whose name the Instagram account is registered in at the time of entry. Proof of such account information may be required before a Winner's identity is deemed verified and a Prize is awarded. Under no circumstances shall You be permitted to obtain awards for, and hereby waive all rights to, punitive, incidental or consequential damages, including reasonable attorney's fees, other than your actual out-of-pocket expenses associated with participating in the Sweepstakes.

12. DISQUALIFICATION. If You tamper with or abuse any aspect of this Sweepstakes, or act in violation of these Official Rules, or act in any manner to threaten or abuse or harass any person, as solely determined by Sponsor and/or Administrator, You will be disqualified. Should Sponsor or Administrator determine that You directly or indirectly tampered with the Sweepstakes in any manner, your Entry will be disqualified and Sponsor and/or Administrator may seek additional remedies/redress to the full extent allowed by law.

13. FORCE MAJUERE. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, government regulation or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select the prize winner in a manner which is fair, equitable and in accordance with these Official Rules. Notice of such action will be posted on Sponsor Facebook page. Failure of Sponsor to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

14. RELEASE OF LIABILITY. You release and agree to hold harmless Instagram, Facebook, Sponsor, Administrator and their respective parent companies, affiliates, subsidiaries, marketing or public relations agencies and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities (collectively, the "Released Parties") from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, in whole or in part, whether caused by negligence or not, from your participation in the Sweepstakes or any Sweepstakes-related activity, including, but not limited to, your use of Instagram, and receipt, acceptance, possession or use/misuse of the Prize. You shall indemnify, hold harmless and defend the Released Parties against all losses incurred in any claim brought against the Released Parties alleging that, the subject Entry infringes, violates or misappropriates any copyright, trademark or any other intellectual property rights. You, at your sole cost, shall indemnify and defend the Released Parties and hold them harmless against such claim, perform any negotiations for settlement or compromise of such claim, and pay any and all settlements reached and/or costs and damages incurred in connection with such claim, together with reasonable attorneys' fees.

The Released Parties are NOT responsible for: (i) lost, stolen, delayed, late, misdirected, undelivered, damaged, illegible, incomplete, inaccurate or garbled Entries; (ii) lost, interrupted or unavailable network, server, internet service provider, website, or other connectivity, availability or accessibility issues (including those resulting in failed or misdirected transmissions); (iii) miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) inaccurate information relating to an Entry or entrant, whether caused by the entrant, tampering, or hacking; or (v) any other difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical or otherwise, relating to or arising in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing or judging of Entries, the announcement of the Prizes, or in any Sweepstakes-related materials. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or submission of entries, Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, award the prizes from among all non-suspect, eligible entries received up to the time of such action or as otherwise deemed fair and appropriate by Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF**

CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

15. CANCELLATION. Sponsor may rescind, cancel, amend or revoke the Sweepstakes and/or these Official Rules, in whole or in part and without notice.

16. OFFICIAL RULES AND WINNERS LIST. These Official Rules and Winners List will be accessible through the Sponsor website at www.scottsdalequarter.com and from the Center Management Office.