

Retail To-Go Instagram Selfie Contest at Cottonwood
(the “Promotion”)

OFFICIAL RULES

1. SPONSOR: This Promotion is sponsored by Mall at Cottonwood LLC
(the “Sponsor”), whose address is 10,000 Coors Bypass NW Albuquerque, NM 87114. It is
marketed to visitors to Cottonwood Mall (the “Mall”).
Entrants are providing their information to Sponsor and not to Instagram or Facebook.

**THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR
ASSOCIATED WITH INSTAGRAM OR FACEBOOK.**

2. ENTRY: To participate in this Promotion, eligible entrants must an Instagram account. Visit
www.instagram.com to create a free account. To enter, take a photograph that complies with the directive
below and, using Instagram, label the photograph with the hash-tag:
#cottonwoodcares (the “Submission”).

Submission Directive:

Take a photo with the mural located at Entrance 3 (near Old Navy and the Food Court) and share on Instagram. All
entries must include the hashtag #cottonwoodcares and tag @cottonwoodmall and @wemfer

Entry Period (the “Entry Period”)

From 12:00 a.m. on Thursday, November 19th to 11:59 p.m. on Thursday, December 3rd

In addition to being viewed on Instagram, Submissions will be viewable on the Mall’s Facebook
applications. No other methods of entry will be accepted. Submissions generated by script, macro or
other automated means are void. Submissions are limited to one (1) per person during the Entry Period.
Submissions received from the same account in excess of the stated limit may be deemed void by
Sponsor. A Submission is not transferrable. The official time-keeping device is determined by Sponsor.

While Instagram accounts are free, message and data rates may apply to a Submission transmitted via
your Instagram account. An entrant may not purchase a computer or internet access for the primary
purpose of entering the Promotion and will be ineligible if he/she does make any such purchase.

**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 Promotion or win a Prize offered through
the Promotion, if during the Entry Period, they were: (i) Sponsor, its parent companies, affiliates,
subsidiaries, advertising or promotional agencies; (ii) tenants of the Mall; (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 Promotion will be determined by the Sponsor in its sole
discretion.

4. SUBMISSION CONTENT RESTRICTIONS: All Submissions must be solely the ORIGINAL work of the entrant. DO NOT COPY, IN WHOLE OR IN PART, THE WORKS OF OTHERS. Each entrant who submits a Submission represents and warrants to Sponsor as follows: (i) the Submission is the entrant’s original, previously unpublished, and previously unproduced work; and (ii) the Submission is not the subject of any actual or threatened litigation or claim. Entrants may not accept or agree to accept, directly or indirectly, any money, service or other valuable consideration for participating in the Promotion. Entrants may not use their Submission to endorse, expressly or impliedly, any goods or services. Entrant must comply with Instagram’s Terms of Use (which may be viewed at <https://instagram.com/legal/terms/>) when submitting its Submission. A Submission that documents non-compliance with Mall rules and regulations, or that does not accurately portray the subject matter requested in these Official Rules, or that does not comply with the following additional content restrictions, will be ineligible and Sponsor has the right to remove the tag to the Mall, in its sole discretion.

- The Submission 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.
- The Submission must not defame or disparage Sponsor or any other person or party affiliated with the Promotion.
- Entrant must have permission from all individuals that appear in the Submission (if any) to use their likeness in the Submission.
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory or libelous.
- The Submission must not contain material that promotes bigotry, racisms, hatred or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Submission must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Submissions must be family friendly and appropriate for all ages.

By taking part in this Promotion you agree to be bound by these Official Rules and all decisions of Sponsor relating to the eligibility of your Submission are final and binding.

5. PRIZES The prize(s) available to be won and their Approximate Retail Value (“ARV”) are listed below (each a “Prize”). 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.

Gift Cards from various Cottonwood Mall retailers (values vary \$5-\$15)

6. DRAWINGS: There will be twenty (20) _____ Submission(s) drawn from the pool of entrants that submitted an eligible Submission during the Entry Period (the “Selected Entrant”). The random draw will be held within approximately twenty-four (24) to seventy-two (72) hours of the expiration of the Entry Period.

7. WIN NOTIFICATION/CLAIMING PRIZES: Sponsor will notify the Selected Entrant by placing a comment on their Instagram photo within approximately seventy-two (72) hours after the end of the Entry Period (the “Win Notification”). The Selected Entrant will not be declared a Winner until the Selected Entrant presents a government issued photo ID confirming identification at the Mall’s Management Office within seven (7) days of the date of the Win Notification and signs a Winner Acceptance, Hold Harmless, Release and Consent form upon claiming the Prize. In the event eligible Submissions are not received by Sponsor during the Entry Period, or a Prize is not timely and properly claimed, or if such Selected Entrant is unwilling, unable or ineligible to win the Prize as set out in these Official Rules, the Prize will be deemed forfeited and the Sponsor shall have the right not to award the Prize. Sponsor reserves the right to modify Prize redemption procedures in its sole discretion.

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

9. GRANT OF LICENSE(S): By accepting the Prize, Winner grants Sponsor the right to use Winner’s name, Submission, hometown, and likeness for advertising and promotional purposes, without additional compensation, in all media (except to the extent prohibited or limited by law). By uploading a Submission, an entrant (including, but not limited to, Winners) grants Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology known or later developed, including for promotional or marketing purposes. This limited license shall entitle Sponsor to, among other things, post the Submission on Sponsor’s Facebook page. Upon request, each entrant must be able to provide all appropriate clearances, permissions, consents and releases needed to ensure that publication of the Submission does not infringe upon the rights of third-parties, including releases from all persons appearing in the photograph and releases/license rights from owner’s of intellectual property appearing in the Submission. In the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the outstanding clearances, permissions, consents and releases.

10. DISPUTES: Sponsor’s agents and designees shall have complete discretion over interpretation of these Official Rules. Any dispute, controversy or claim arising out of or relating to the Promotion, or an entrant’s 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 the identity of an entrant who submitted a Submission, the Submission 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.

11. DISQUALIFICATION: Persons who tamper with or abuse any aspect of this Promotion, or act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, as solely determined by Sponsor, will be disqualified. Should Sponsor determine that an entrant has directly or indirectly tampered with the Promotion in any manner, such entrant’s Submission will be disqualified and Sponsor may seek additional remedies/redress to the full extent allowed by law.

12. FORCE MAJUERE: If, for any reason, the Promotion (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 Promotion (or any part thereof), Sponsor reserve the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and conduct the judging and select the prize winner in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action will be posted on the Mall's Facebook page. Failure of Sponsor to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

13. INTERNET: Instagram, Facebook, Sponsor, the Mall's Merchant Association (if any), and their respective parent companies, affiliates, subsidiaries, promotion, marketing or public relations agencies and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities (collectively, the "Protected Parties") are NOT responsible for: (i) lost, late, misdirected, delayed, incomplete or inaccurate Submissions; (ii) internet service provider, website, or other connectivity, availability or accessibility issues (including those resulting in failed or misdirected transmissions); (iii) computer hardware or software malfunctions, failures or difficulties; (iv) inaccurate information relating to a Submission or entrant, whether caused by the entrant or tampering, 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 Promotion. If for any reason the internet-related portions of the Promotion are not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion (or any portion of the Promotion) and, if terminated, to determine the winner, if any, from among all eligible, non-suspect entries received up to the point of termination.

14. INDEMNIFICATION/LIABILITY: Entrant releases and agrees to hold harmless the Protected Parties from any and all liability associated (directly or indirectly, in whole or in part) with the entrant's participation in the Promotion or any Promotion-related activity, including, but not limited to, the entrant's use of Instagram, and receipt, acceptance, possession or use/misuse of the Prize. Each entrant shall indemnify, hold harmless and defend the Protected Parties against all Losses (defined below) incurred in any claim brought against the Protected Parties alleging that, the subject Submission infringes, violates or misappropriates any copyright, trademark or any other intellectual property rights. Such entrant at its sole cost, shall indemnify and defend the Protected Parties and hold the Protected Parties 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. For purposes of this provision, "Claim" means any civil, criminal, administrative, or investigative claim, demand, action, or proceeding (including arbitration) asserted, commenced or threatened against a person, and "Losses" means all judgments, awards, settlements, liabilities, damages, liens and claims, and all related costs, expenses and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable attorneys' fees and disbursements, costs of investigation, litigation, settlement and judgment, and any taxes, interest, penalties and fines with respect to any of the foregoing.

15. OFFICIAL RULES AND WINNERS LIST REQUEST: Please visit or submit a request to the Mall's Management Office.