

**FAIRFIELD TOWN CENTER  
PRIVATE SCREENING SWEEPSTAKES  
OFFICIAL RULES**

**1. SPONSOR:** The Private Screening Survey Sweepstakes (the “Sweepstakes”) is sponsored Fairfield Town Center, LLC (the “Sponsor”), with offices at 111 Monument Circle, Suite 3500, Indianapolis, Indiana 46204. It is marketed to visitors to Fairfield Town Center (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 agrees that 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:** You may enter the Sweepstakes by completing an entry form (“Entry”) during the Sweepstakes Period.

**Sweepstakes Period (“Sweepstakes Period”)**

From 12:00 pm, December 18, 2020 to 5:00 pm on December 31, 2020.

There are three (3) ways to enter:

- (i) **Email Invite.** If You are in Sponsor’s database, Sponsor may send you an invitation to enter via email (the “Invitation”). To enter, You must click on the link found within the Invitation. The link will take You to the Entry form. Complete You Entry in its entirety including first name, last name, street address, city, state, zip, phone number and email address (if available) and click “Submit” to receive one (1) entry into the Sweepstakes. Entry must be completed and submitted in order to be eligible to win.
- (ii) **Social Media Invite.** If You are in Sponsor’s database, Sponsor may send you an invitation to enter via social media channels (the “Social Media Link”). To enter, You must press the link found within the Invitation. The link will take You to the Entry form. Complete You Entry in its entirety including first name, last name, street address, city, state, zip, phone number and email address (if available) and click “Submit” to receive one (1) entry into the Sweepstakes. Entry must be completed and submitted in order to be eligible to win.
- (iii) **Center Website.** You may also enter without an invitation by completing an Entry on Sponsor website as follows:
  - Go to the Center website: <https://fairfieldtowncenter.com/>
  - Click on the Events & News Page tab at the top of the home page
  - Click on the Private Screening Sweepstakes to open the Entry form
  - Complete You Entry in its entirety including first name, last name, street address, city, state, zip, phone number and email address (if available) and click “Submit” to receive one (1) entry into the Sweepstakes. Entry must be completed and submitted in order to be eligible to win.

You may enter only once. You may not enter using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules.

**5. PRIZES:** There is one (1) prize available to be won (the “Prize”). The Prize and its Approximate Retail Value (“ARV”) is 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 Prize is non-transferable. The Winner is responsible for

all federal, state and local taxes applicable to the acceptance and use of the Prize. All gift card terms and conditions apply to the use of the Prize and are incorporated by reference.

<b>Prize Description</b>	<b>ARV</b>
One (1) Private Movie Screening at the Cinema located at the Center for a maximum of twenty (20) people or as otherwise required by law or local government authority	\$250.00

**6. DRAWINGS:** There will be one (1) random selection conducted on **January 4, 2021 at 10:00 a.m.** (the “Draw”). One (1) Entry will be drawn from the pool of entrants that submitted an Entry during the Sweepstakes Period (the “Selected Entrant”).

**7. WIN NOTIFICATION/CLAIMING PRIZES:** Sponsor will notify the Selected Entrant via email **by Noon on January 6, 2021** (the “Win Notification”). The Selected Entrant will not be declared a Winner until the Selected Entrant (i) presents a government issued photo ID and Win Notification confirming to Sponsor as directed in the Win Notification and (ii) delivers to Sponsor a signed Winner Acceptance and Release prior to **5:00 pm on January 8, 2021**. A Prize will be deemed forfeited by a Selected Entrant, if Selected Entrant fails to fully and timely satisfy the foregoing requirements or if such Selected Entrant is unwilling, unable or ineligible to win the Prize as set out in these Official Rules or is disqualified. Sponsor reserves the right to modify Prize redemption procedures in its sole discretion.

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

**9. GRANT OF LICENSE(S).** By entering this Sweepstakes, You grant Sponsor the right to use Your name, hometown, and likeness for advertising and promotional purposes, without further compensation, notice, review or consent, in all media (except to the extent prohibited or limited by law).

**10. 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 email 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.

**11. DISQUALIFICATION.** If You tamper with, attempt to circumvent, use fraudulent methods or otherwise 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, You will be disqualified. Should Sponsor determine that You directly or indirectly tampered with the Sweepstakes in any manner, your Entry 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 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.

**13. INTERNET.** Instagram, Facebook, Sponsor, 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 “Protected Parties”) are NOT responsible for: (i) lost, late, misdirected, delayed, incomplete or inaccurate Entries; (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 an Entry 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 Sweepstakes. If for any reason the internet-related portions of the Sweepstakes are not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the

Sweepstakes (or any portion of the Sweepstakes) 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.** You release and agree to hold harmless the Protected 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 Protected Parties against all losses incurred in any claim brought against the Protected 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 Protected 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.

**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.** These Official Rules will be posted on Sponsor website at <https://fairfieldtowncenter.com/>.