

FULL TERMS:

WELCOME BACK CASH Terms & Conditions

1. How To Participate in Brazos Mall WELCOME BACK CASH Promotion

(“Promotion”): Customers who spend \$100 or more on Eligible Purchases (defined below) at Mall Retailers (defined below) on any of the following dates in 2020: July 17, 18, 19, 24, 25, or 26 may show their same-day receipts to a Mall Ambassador to receive a WELCOME BACK CASH voucher(s) based on the total amount spent on Eligible Purchases and shown in provided receipts. The total amount of WELCOME BACK CASH vouchers will be based on the Earning Chart below, up to a maximum of \$130 in WELCOME BACK CASH per transaction, per day. Customer must consent to have their receipts stamped or marked to participate in the Promotion. WELCOME BACK CASH will be available in increments of \$10, and \$25. At the time receipts are presented to a Mall Ambassador, the customer must select a Participating Retailer (defined below) where the WELCOME BACK CASH will be valid. Only one Participating Retailer may be selected per transaction if \$20 in WELCOME BACK CASH is earned. Up to two Participating Retailers may be selected per transaction if \$50 in WELCOME BACK CASH is earned. Up to three Participating Retailers may be selected if \$75 or more in WELCOME BACK CASH is earned. Brazos Mall reserves the right to change the list of Participating Retailers. Vouchers for specific Participating Retailers are available while supplies last.

Earning Chart:

Spend \$100-199.99	Earn \$20 in WELCOME BACK CASH
Spend \$200.00-299.99	Earn \$50 in WELCOME BACK CASH
Spend \$300.00-399.99	Earn \$75 in WELCOME BACK CASH
Spend \$400-499.99	Earn \$100 in WELCOME BACK CASH
Spend \$500 or more	Earn \$130 in WELCOME BACK CASH (maximum earn per person per day)

WELCOME BACK CASH is earned on the amount of customer purchases after receipts are tallied less any ineligible purchase amount. Purchases that do not meet the above minimum thresholds do not qualify for WELCOME BACK CASH. Any purchase amounts remaining after WELCOME BACK CASH thresholds have been reached do not carryover to future purchases or qualify for additional WELCOME BACK CASH. WELCOME BACK CASH is not legal tender. No cash back. No gift

card back. In the case of unavailability of WELCOME BACK CASH, Brazos Mall reserves the right to substitute a reward of equal or greater value and to void WELCOME BACK CASH in the event the Eligible Purchase is canceled or returned.

2. Eligibility: Void where prohibited, taxed, or restricted by law. Must be 18 years of age or older to participate in the Promotion.

3. How to Redeem WELCOME BACK CASH: Customer can redeem WELCOME BACK CASH on purchases at the Participating Retailer that is listed on the voucher. Redemption of WELCOME BACK CASH cannot be made towards purchase of a gift card or any other purchase that is restricted by the Participating Retailer's gift card policy. Redemption must be made at Participating Retailers between **8/1/20 and 8/8/20** ("Redemption Period"). Any WELCOME BACK CASH that is not redeemed during the Redemption Period is forfeited. Customer is responsible for remaining balance of purchase not covered by WELCOME BACK CASH. To redeem in stores, customer must surrender the WELCOME BACK CASH coupon to the cashier at checkout. Customer's WELCOME BACK CASH will be deducted from the total purchase price (exclusive of applicable taxes). WELCOME BACK CASH is non-transferable. No substitutions or cash redemptions. Offer is good for one-time use only. The value of your WELCOME BACK CASH will not be returned if you make a return or exchange.

4. General Conditions: Void if WELCOME BACK CASH is copied, transferred, sold, auctioned, exchanged or expired. WELCOME BACK CASH is not redeemable in any manner other than as provided herein. By participating, customer agrees to release and hold harmless Brazos Mall, and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, which may occur in connection with the Promotion, or possession, acceptance and/or use or misuse of WELCOME BACK CASH or products purchased with WELCOME BACK CASH. Brazos Mall reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should cheating, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion.

5. Arbitration Agreement (US Residents): PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. If you have a concern about the Promotion, please call Brazos Mall Management Office at 979.258.8001. **In the unlikely event that**

Brazos Mall is unable to resolve a complaint you may have to your satisfaction, we each agree to resolve the dispute through binding arbitration or small claims court. Any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, Brazos Mall will pay all costs of the arbitration. **You agree that, by participating in the Promotion, you are bound by this Agreement and you and Brazos Mall are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. To seek arbitration, either party must first send to the other, by certified mail, a written Notice of Dispute ("Notice") setting forth the nature and basis of the claim or dispute and the specific relief sought. The Notice to Brazos Mall should be addressed to: Brazos Mall Marketing Department, 100 HWY 332 West, STE 1022, Lake Jackson, Texas 77566. If Brazos Mall and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Brazos Mall may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitrator is bound by the terms of this Agreement. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND BRAZOS MALL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Brazos Mall agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. In such event, Customer hereby expressly consents to exclusive jurisdiction and venue in the courts located in California for all matters arising in connection with these Terms and Conditions or customer's participation in the Promotion.

Sponsored by: Brazos Mall, AC Brazos Mall Partners, LLC, 100 HWY 332 West, STE 1022, Lake Jackson, Texas 77566 (United States); referred to in these Terms and Conditions as "Brazos Mall."

7. Definitions

Eligible Purchases: Eligible purchases include purchases made at a Mall Retailer at the Brazos Mall location, but exclude gift cards, furniture, appliances and prior purchases. Purchases made online at a Mall Retailer's website are not eligible.

Mall Retailer:

- All American Vapor Lounge
- AMC Theaters
- American Eagle
- Angel's Fine Jewelry
- Angel's Touch
- Scrubs By JMS
- Bag City
- Bath & Body Works
- Tresses Salon
- Buckle
- Candy Craze
- Cato Fashions
- Cellular Galaxy
- Charley's Philly Steaks
- Children's Heaven
- Children's Place
- China Max
- Chuck E Cheese's
- Claire's
- Daniel's Jewelers
- Dillard's
- El Chico Café
- Foot Action
- Foot Locker
- GNC
- Great American Cookies
- Hibbett Sports
- HomeGoods
- Hot Topic
- House of Jewels and Perfume
- Ice Valley

- Image Nails
- JC Penney
- Lake Jackson Vision
- Le's Day Spa
- Lid's
- Lotus Massage
- MDS
- Palais Royal
- Powerhouse Gym
- Ross Dress for Less
- Rue21
- Sake To Me Sushi
- Sara's Beauty Touch
- Sevilla Pizza #4
- Shoe Dept. ENCORE
- Spencer's
- Suit Warehouse
- T-Mobile
- Texas Roadhouse
- TJ Maxx
- Trudy's Hallmark
- Ulta Beauty
- UrbanAir
- Victoria's Secret/PINK
- Visionworks
- Z-Man Sports

Participating Retailers: Participating Retailers are retailers located at Brazos Mall that have been selected by Mall and agreed to participate in the redemption of WELCOME BACK CASH during the Redemption Period. Customers must select a single Participating Retailer when they receive the WELCOME BACK CASH vouchers. Vouchers for specific Participating Retailers are while supplies last.

Earning Period: 7/17,18,19,24,25,26/20

Redemption Period: 8/1-8/20