

## \$100 Monthly Giveaway Official Rules

### **NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

By opting in for this giveaway, you may receive ongoing marketing emails per month from an automated system. Consent is not required to buy goods and services.

- 1. Eligibility:** Eastvale Gateway \$100 monthly giveaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least thirteen (13) years old at the time of entry. Employees of Lewis Management Corp, Place Wise Media and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor:** 25040-Eastvale Gateway 1, LLC, 25130 Eastvale Gateway II, LLC, 25230-Eastvale Gateway III, LLC. 1257 Limonite Ave. Suite 255 Eastvale, CA 91752
- 3. Administrator:** 25040-Eastvale Gateway 1, LLC, 25130 Eastvale Gateway II, LLC, 25230-Eastvale Gateway III, LLC. 1257 Limonite Ave. Suite 255 Eastvale, CA 91752
- 4. Timing:** The Sweepstakes begins on March 1, 2020 at 12:00 a.m. Pacific Time ("PST"), ends on December 31, 2020 at 11:59 p.m. PST (the "Promotion Period"), and consists of ten (10) monthly entry periods (each a "Monthly Entry Period"), as outlined in the following chart for Eastvale Gateway

<b>Monthly Entry Period</b>	<b>Start at 12:00 AM PST</b>	<b>End at 11:59 PM PST</b>	<b>Drawing Date</b>
March	March 1, 2020	March 30, 2020	April 3, 2020
April	April 1, 2020	April 30, 2020	May 3, 2020
May	May 1, 2020	May 31, 2020	June 4, 2020
June	June 1, 2020	June 30, 2020	July 3, 2020
July	July 1, 2020	July 31, 2020	Aug 3, 2020
August	August 1, 2020	August 31, 2020	September 4, 2020
September	September 1, 2020	September 30, 2020	October 3, 2020
October	October 1, 2020	October 31, 2020	November 5, 2020
November	November 1, 2020	November 30, 2020	December 3, 2020
December	December 1, 2020	December 31, 2020	January 3, 2020

## 1. How to Enter

**Newsletter Subscription:** During the Promotion Period, using a mobile, tablet, or desktop device go to <https://www.eastvalegateway.com/giveaway> and enter your email address. Follow the prompts on <https://www.eastvalegateway.com/giveaway> to opt in for recurring monthly emails and you will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Message and data rates may apply. Click the unsubscribe button in the footer of any email from [shop@eastvalegateway.com](mailto:shop@eastvalegateway.com) to opt out and to discontinue further participation in the Sweepstakes.

Email [retailinfo@lewisinc.com](mailto:retailinfo@lewisinc.com) for any questions. If you enter via email, you may receive recurring marketing emails per month from an automated system. To view the Sponsor's and Administrator's Mobile Privacy Policy, <https://lewisgroupofcompanies.com/lewis-privacy-policy/>

**Online:** During the Promotion Period, visit <https://www.eastvalegateway.com/giveaway> and complete and submit the registration form including a valid email address. You automatically will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing.

**Limit:** Each entrant may enter one (1) time per Promotion Period during the Promotion Period. Multiple entrants are not permitted to share the same email address or device. Any attempt by any entrant to enter more than one time per Promotion Period by using multiple/different email addresses, devices, identities, registrations and logins, or any other methods will void all of that entrant's entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" of an email address is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winners may be required to show proof of being an authorized account holder.

## 2. Winner Determination and Verification

Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. For each Monthly Entry Period, Administrator will randomly select the Sweepstakes winners from all eligible entries received on or around the dates listed above in Section 4. Entrants who opt out via email will not be included in the drawing. Winners will be notified by email after the date of the random drawing. Each winner, who is eligible pursuant to Paragraph 1 (or parent/legal guardian if winner is a minor in his/her state of residence), is required to sign and return a Declaration of Compliance, Liability & Publicity Release ("Declaration") to Administrator within ten (10) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a winner is disqualified for any reason, the applicable prize will be awarded to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

### **3. Prizes**

TEN (10) GRAND PRIZES (one (1) awarded for each Monthly Entry Period at Eastvale Gateway): \$100 shopping spree awarded in the form of a prepaid gift card, of any one of the Eastvale Gateway Stores, terms and conditions apply. Approximate Retail Value ("ARV"): \$100. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

### **4. Release**

By receipt of any prize, winners agree to release and hold harmless Sponsor, Lewis Management Corp., 25040-EASTVALE GATEWAY 1, 25130-EASTVALE GATEWAY II, LLC, 25230-EASTVALE GATEWAY III and Place Wise Media, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

### **5. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

### **6. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **7. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated

number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

## **8. Dispute Resolution**

All claims and disputes of any nature, whether at law or equity, in any way related to or arising out of the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions, will be resolved in accordance with the provisions set forth in this Dispute Resolution section. This Dispute Resolution section applies to all claims and disputes whenever arising, including those arising prior to an entrant's acceptance of these Official Rules or the Administrator's Mobile Terms and Conditions. Written notices of claims or disputes shall be sent to the Administrator ("Demand") at the following address (the "Notice Address"): Legal Department, Lewis Management Corp, 1156 N Mountain Ave, Upland CA, 91786. BY entering the Sweepstakes, each entrant agrees that he or she will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Administrator's receipt of the Demand. If the claim or dispute contained in the Demand is not resolved to entrant's satisfaction within 10 business days after Administrator's receipt, the entrant shall file a Demand for Arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision requires that all claims be submitted to arbitration and that each of entrant, Sponsor and Administrator waive their respective rights to a jury trial or a trial before a state or federal judge. Entrant shall not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if he or she does file suit in state or federal court, and any motion filed by Administrator or Sponsor to compel arbitration as provided herein, entrant will pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

Entrant will not file a class action or collective action against Administrator or Sponsor, and will not participate in a class action or collective action against either or both of them. Entrant agrees that he or she will not join his or her claims to those of any other person. Under no circumstances do Administrator or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between or among entrant, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be San Bernardino County, California.

## **9. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy <https://lewisgroupofcompanies.com/lewis-privacy-policy/>.