

APEX Southpark Holiday Gift Card Giveaway Official Rules

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

1. **Eligibility:** Apex Southpark gift card giveaway (the "giveaway") is open only to legal residents of the forty-nine (49) United States (excludes Rhode Island) and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Apex Southpark, its promotional partners, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The giveaway is subject to all applicable federal, state, and local laws and regulations and is void in Rhode Island and 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 this giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** Apex Southpark (4400 Sharon Road Charlotte NC 28211)

3. **Timing:** The giveaway begins on January 26, 2024 at 8:00 a.m. Eastern Time ("ET") and ends on February 18, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this giveaway.

4. **How to Enter:** During the Promotion Period, enter via the following methods: Like Apex Southpark on Facebook or Instagram and tag one friend. You will automatically receive one (1) giveaway entry.

Bonus giveaway Entry Opportunity (Share to stories): Share Apex Southpark giveaway to stories on Facebook and Instagram. Limit: Up to one (1) bonus giveaway entry total, one per Facebook or one per Instagram story share.

5. **Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the giveaway and the selection of the potential winners are final and binding in all matters related to the giveaway. Each potential winner must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Administrator will randomly select the potential giveaway winners from all eligible entries received during the Promotion Period, on or around February 18, 2024. The potential winners will be contacted through their social in which their entered. The potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to complete, sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the 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 the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within approximately 2-3 weeks after the conclusion of the giveaway.

6. Prize: ONE (1) GRAND PRIZE: \$300 total in gift cards selected from Apex Southpark's retailers and merchants. Approximate Retail Value: \$300. Terms and conditions of gift cards apply. Prize is non-transferable and no substitution will be made except as provided here in at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is 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.

7. Release: By participating in the giveaway, each entrant agrees to release and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 giveaway or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the giveaway constitutes winner's agreement and consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, hometown and state, and/or prize information in connection with the giveaway for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the giveaway, or any part of it, if any fraud, technical failures, human error or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the giveaway, 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 giveaway or to be acting in violation of these 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 giveaway 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.

10. 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 giveaway; (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 giveaway; (4) technical or human error which may occur in the administration of the giveaway or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the giveaway 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 giveaway, 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.

11. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this giveaway, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the giveaway, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy.

13. The Winner List will be posted after the winner confirmation is complete.