

## GRESHAM STATION

### OFFICIAL HALLOWEEN COSTUME CONTEST RULES

NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

MUST BE PRESENT TO WIN AND CLAIM A PRIZE.

This promotion is sponsored by Gresham Station (the "Center") and HIP Gresham Station, LLC ("Sponsor").

**ELIGIBILITY:** The Gresham Station Halloween Costume Contest (the "Contest") is open to individuals of all ages, however, in order to be eligible for a prize, only those participants registered in advance on the day of the Contest and who are 18 years or older are eligible. No employee of the Sponsor, anyone related to an employee of the Sponsor, or any employee of any tenant at the Center are eligible for a prize. One entry per household. A household is determined as any individuals residing at the same address or under the supervision of the same adult, guardian or caregiver.

**AGREEMENT TO BE BOUND BY OFFICIAL RULES:** Participation in the Contest constitutes full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor and the judges, which are final and binding. Sponsor reserves the right to cancel, suspend and/or modify the Contest.

**TO ENTER:** The Contest will be on **October 27, 2019 at 1:00 pm** at the Center. Prior to the start of the Contest, between 12:00 pm and 1:00 pm all participants must complete and return to the Sponsor a registration form to participate and to be eligible for a prize. Maximum of one (1) entry per person or group and registration for the Contest is limited to the first 100 individuals to complete registration cards.

**JUDGING:** The Contest will be judged by a panel of local leaders and businesspeople. The decision of the Judges will be final and binding. Costumes will be judged on creativity, originality and detail.

**PRIZES:** First Prize: Trip to Disneyland for a family of 4 (Trip to be arranged through "Bucket List Travel Tours". Some restrictions apply.) Winners of the First Prize must be at least 18 years of age; 2nd Prize: \$1000.00 to spend at the Center (Winner's choice of no more than 10 Gift Cards to spend at the Center with minimum purchase of \$100 at each retailer); 3rd Prize: \$500.00 to spend at the Center (Winner's choice of no more than 5 Gift Cards to spend at the Center with minimum purchase of \$100 at each retailer). Prizes are non-transferable, no substitutions will be made, and are not redeemable for cash. All local, state and federal taxes and fees associated with any prize are the sole responsibility of each winner. The odds of winning a prize depend on the number of eligible entries received. Sponsor will not be responsible for any cancellations or delays of transportation caused by any reason. As a condition of the award of any prize, the

winner must first complete and return to Sponsor an IRS form W-9. Each winner will be issued a 1099-MISC Federal Tax Form for any prize.

**PUBLICITY.** By participating in the Contest, and regardless of whether you are a winner, you grant Sponsor and its affiliates a license to use, alter adapt, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize and otherwise exploit your name, likeness, photograph(s), video footage or other images that Sponsor may take of you, in whole or in part, in any manner and for whatever purpose Sponsor shall elect in any and all media now known or hereinafter developed, including but not limited to, web site, television, radio and/or printed materials, in perpetuity, without further compensation, notification or permission. Your participation in the Contest confirms you shall not claim or be entitled to receive any compensation or credit for such use.

**LIMITATIONS OF LIABILITY:** Sponsor and its affiliates (the "Released Parties") are not responsible for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical or human error which may occur in the administration of the Contest or the processing of entries; or (d) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, from participation in the Contest or receipt of any prize. Sponsor shall not be responsible for cancellations or delays of airline or hotel accommodations.

BY ENTERING THE CONTEST AND/OR ACCEPTING THE PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AND ANY PARTY FOR WHICH YOU ARE THE PARENT OR GUARDIAN, AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN THE CONTEST, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

**DISPUTES AND ARBITRATION.** Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Contest, and the decisions by Sponsor are final and binding on all matters relating to the Contest. Except where prohibited by law, you agree that as a condition of participating in the Contest (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded, or any issues and questions concerning the construction, validity, interpretation or enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be resolved individually, without resort to any form of class action, and exclusively by arbitration; (b) the Contest and the Official Rules and all matters in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Oregon; (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (d) notwithstanding the foregoing, you waive the right to claim any damages whatsoever,

including, but not limited to, punitive, consequential, direct, or indirect damages; and (e) all proceedings including any arbitration shall take place in Portland, Oregon.

**OFFICIAL RULES AND WINNERS LIST:** A copy of these Official Rules will be available at [www.facebook.com/GreshamStation](http://www.facebook.com/GreshamStation) up to 30 days after the completion of the Contest. The List of Winners will be available at [www.facebook.com/GreshamStation](http://www.facebook.com/GreshamStation) within 30 days of the completion of the Contest.

**SAFETY RULES:**

1. For safety reasons, masks will not be permitted for adults or children over the age of 12 while inside the center (except at the time of judging).
2. Costume accessories that resemble a weapon of any kind will not be permitted inside the center.
3. Use of silly string, blow horns, or any form of a powdery substance is strictly prohibited from the center. If any of the above items are observed inside the center, they will be subject to confiscation.
4. Fighting of any kind is strictly prohibited while on center property. Anyone caught fighting will be asked to leave the center.