

## OFFICIAL RULES

### The Americana at Brand 2018 Golden Giveaway

NO PURCHASE NECESSARY TO ENTER OR WIN.

A purchase will not increase your chances of winning.

Void where prohibited. U.S. Law Governs.

**1. Eligibility:** The Americana at Brand 2018 Golden Giveaway (“Giveaway”) is open to legal residents of the United States of America who are at least eighteen (18) years old at the time of entry. Employees of Caruso Management Company, Ltd. (“Sponsor”), as agent for The Americana at Brand, LLC (collectively, Company”) and its parent, subsidiary, and/or affiliated entities, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win. Entries that are incomplete or corrupted are void and will not be eligible. Any effort by an entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of such individual. In the event of a dispute over the identity of an online entrant, the entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules (“Rules”) as determined in the sole discretion of Sponsor may result in disqualification from the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**2. Agreement to Rules:** By entering the Giveaway, you agree to be fully unconditionally bound by these Rules, including the eligibility requirements set forth herein and to accept the decisions of Sponsor, as final and binding as it relates to the Giveaway.

**3. Entry Period:** The period for Giveaway entry begins on or about May 2, at 10:00 a.m. PT and ends on May 31, 2018, at 11:00 p.m. PT (the “Entry Period”). Participants may submit one (1) entry at any time during the Entry Period. The winner of the Giveaway (“Winner”) will be determined in a random drawing from among all eligible entries received during the Entry Period, drawing to be held on or about June 1, 2018, following the close of the Entry Period (“Drawing Date”). Odds of winning depend upon the number of eligible entries received during the Entry Period. The potential Winner will be notified by email on the Drawing Date, and if the potential Winner does not respond within forty-eight (48) hours of notification by email, another potential Winner will be selected. The potential Winner must sign and return to Company an Affidavit of Eligibility, Publicity & Liability Release (“Affidavit”), and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of being confirmed as the Winner of the Giveaway and receiving the Grand Prize (as defined below) within one (1) business day of receipt of notification, or the Grand Prize will be forfeited and an alternate Winner will be selected.

**4. How to Enter:** The Giveaway may be entered either by completing an online entry form available at The Americana at Brand website ([www.americanaatbrand.com/golden-giveaway](http://www.americanaatbrand.com/golden-giveaway)) or by submitting a paper entry form in person at The Americana at Brand concierge desk during the Entry Period. Entrants who enter online will receive five (5) bonus entries for every eligible referred entry received as a result of sharing the entry link provided in the confirmation message they receive after submitting their entries on Facebook and/or Twitter or via email. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Company. ENTRIES ARE LIMITED TO ONE PER PERSON, REGARDLESS OF METHOD OF ENTRY, AND ANY APPLICABLE BONUS ENTRIES FOR WHICH AN ONLINE ENTRY MAY QUALIFY DURING THE ENTIRE ENTRY PERIOD. If you use fraudulent methods or otherwise attempt to circumvent the Rules, your entry may be removed from eligibility at the sole discretion of Sponsor.

**5. Grand Prize:** One (1) grand prize, consisting of the following prize elements, will be awarded (“Grand Prize”):

- One (1) Chloe Nile Small Crossbody Bag (\$1,690);
- One (1) pair of Nordstrom Bony Levy Diamond Stud Earrings (\$870);
- One (1) David Yurman Links Chain Bracelet (\$750)
- One (1) Tiffany & Co. Crystal Bedside Decanter
- One (1) Tiffany & Co. Crystal Tumbler
- One (1) Tiffany & Co. Everyday Objects Bone China Paper Cups (set of 2)
- One (1) Tiffany & Co. Paperclip Playing Cards (\$500)
- One (1) Nespresso VERTUO EVOLUO (\$249)

Approximate retail value (“ARV”) of the Grand Prize is Four Thousand and Fifty Nine Dollars (\$4,059).

No prize element substitution, cash substitution, or assignment or transfer of prize elements is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised Grand Prize becomes unavailable. In no event shall more than the stated number of Grand Prizes be awarded. Any unused elements of the Grand Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. All federal, state, local, and other taxes, costs, and expenses relating to the use, acceptance, and possession of the Grand Prize are the sole responsibility of the Winner. Winner will receive an IRS Form 1099 for the actual value of the prize awarded.

**6. Rights Granted by You:** By entering the Giveaway, you understand that Company, anyone acting on behalf of Company, and its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review, or consent

to print, publish, broadcast, distribute, and use worldwide in any media, now known or hereafter devised, in perpetuity, your entry, including, without limitation, the entry and your name, portrait, picture, voice, likeness, image, and biographical information as news, publicity or information and for trade, advertising, public relations, and promotional purposes without any further compensation.

**7. Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud, or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws 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.

**8. Release:** By entering the Giveaway, you, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors, and assigns (“Releasing Parties”), agree to indemnify, release, and hold harmless Company and its respective parent, affiliated, and subsidiary entities, and each of their respective officers, directors, members, managers, agents, employees, contractors, and representatives (the “Released Parties”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, executions, claims, and demands whatsoever, at law or in equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have, or hereafter can, shall, or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to (i) your participation in the Giveaway; and/or (ii) the acceptance of the Grand Prize and/or any use or misuse and/or participation in any element or activity included in the Grand Prize.

**9. Disclaimer of Liability:** The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the Giveaway or in the announcement of the Grand Prize and/or any prize element; (ii) lost, late, misdirected, damaged, illegible, or incomplete entries or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; (iv) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Giveaway; or (v) the failure of any third party to comply with the instructions and proper administration of this Giveaway. You agree that the Released Parties shall not be liable for any injury, including death, loss, or damage of any kind caused or claimed to be caused, by participation in this Giveaway or from the acceptance or use or redemption of the Grand Prize and/or any prize elements. In the event that Sponsor and/or its agents are prevented from continuing with the Giveaway as contemplated herein including, but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor shall have the right to modify, suspend, extend, or terminate the Giveaway.

**10. Law / Dispute Resolution:** This Giveaway shall be governed by and interpreted under the laws of the State of California, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Giveaway shall take place exclusively in the federal or state courts sitting in County of Los Angeles, California, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**11. Winners List:** For the name of the Winner, available after May 10, 2018 (“Winner List Date”), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Giveaway, but within 45 days after the Winner List Date, to Sponsor at the address set forth below,

**12. Privacy Policy:** Information submitted is subject to the Privacy Policy stated on Company’s website:  
<https://americanaatbrand.com/privacy-policy/>

**13. Sponsor:** The Sponsor of the Giveaway is Caruso Management Company, Ltd, 101 The Grove Dr., Los Angeles, CA 90036, USA.

**ABBREVIATED RULES:**

NO PURCHASE NECESSARY TO ENTER OR WIN. Giveaway begins May 2, 2018, at 10:00 a.m. PT and closes May 31, 2018, at 11:00 p.m. PT. Open to legal residents of the U.S., 21 or older. One winner will be randomly selected from eligible entries to win the Grand Prize package. Winner will be notified via email on or about June 1, 2018, by 11:00 p.m. If an entrant is found to be ineligible or

cannot claim prize 48 hours after receiving email notification of winning, alternate winner may be selected from the pool of eligible entries. Void where prohibited by law. Other restrictions apply. Please see Official Rules at [www.americanaatbrand.com/golden-giveaway/](http://www.americanaatbrand.com/golden-giveaway/) Sponsored by Caruso Management Company, Ltd.