KEMPER DEVELOPMENT COMPANY

BELLEVUE COLLECTION'S DAD DESERVES DINNER AND MORE GIVEAWAY SWEEPSTAKES

OFFICIAL RULES

Important: Please read these rules before entering the sweepstakes ("Sweepstakes").

By participating in the Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the Sweepstakes eligibility requirements below.

SWEEPSTAKES VOID WHERE PROHIBITED BY LAW.

- 1. Eligibility. PURCHASE WILL NOT INCREASE ODDS OF WINNING; VOID WHERE PROHIBITED. THIS SWEEPSTAKES IS OPEN ONLY TO RESIDENTS OF THE STATES OF WASHINGTON, U.S.A. AND BRITISH COLUMBIA, CANADA WHO ARE AGE EIGHTEEN (18) OR OLDER. IF YOU ARE NOT A RESIDENT OF WASHINGTON OR BRITISH COLUMBIA AND AT LEAST EIGHTEEN (18) YEARS OF AGE, THEN YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND KEMPER DEVELOPMENT COMPANY (AS AGENT FOR THE OWNERS OF THE BELLEVUE COLLECTION) (COLLECTIVELY, "SPONSOR") RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. Directors, officers and employees of Sponsor and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply.
- 2. **Disclaimer.** Sponsor, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (c) any printing or typographical errors in any materials associated with the Sweepstakes.
- 3. **Sweepstakes Period.** The Sweepstakes starts at 10 am (all times Pacific Time) on June 4, 2021 and ends at 11:59 pm PST on June 14, 2021 (the "*Sweepstakes Period*"). All entries must be received during the Sweepstakes Period and must meet all other requirements in these Official Rules to be eligible to win a prize. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 4. **How to Enter.** To enter, during the Sweepstakes Period, (1) Scan QR code on posted signage at Bellevue Square, Lincoln Square and Bellevue Place. (2) Complete entry form (including, for example, by providing your full name, mailing address, and e-mail address on the entry form), and agree to the Official Rules. Upon completion of these steps (your "Submission"), you will receive one entry into the Sweepstakes.

Form Entries may also be completed and submitted at Guest Services in Bellevue Square's Center Court

UNIQUE ENTRIES ONLY. One entry per person. Entries received from any entrant (using multiple or different email addresses) in excess of the stated limit will be void.

Must be 18+ to participate. Entries will be accepted until 11:59pm PST on 6/14/21. One winner will be chosen at random on 6/15/21 and contacted via email. Valid in the United States.

By entering the Sweepstakes, you consent to being part of video and photos used in social media and Bellevue Collection media platforms for promotional and other purposes.

By entering the Sweepstakes, you consent to being placed on an e-mail mailing list for promotional and other purposes. However, you may opt-out of receiving promotional e-mails from Sponsor and upon receipt of the first e-mail by following the "unsubscribe" options contained therein.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

5. **Identity of Entrant.** All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An "authorized account holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online 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. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

- 6. **Selection and Notification of Winners**. One (1) winner will be chosen by a random drawing of eligible entries, to be held at Sponsor's Headquarters located at Kemper Development Company, 575 Bellevue Square in Bellevue, Washington on June 15, 2021. The winner will be notified by e-mail by June 16, 2021. To claim a prize, the winners should follow the instructions contained in his or her notification.
- 7. **Prizes.** One (1) \$100 gift certificate towards Topgolf Swing Suite rental at Forum Social House. One (1) \$50 gift card to Lincoln South Food Hall (to use at both/either Barrio Luchador or Burger Brawler). One (1) \$200 gift card for Ascend Prime Steak & Sushi. One (1) \$250 Bellevue Collection gift card. This prize is value at \$600.

<u>Prize Restrictions:</u> Ascend Prime Steak & Sushi and Lincoln South Food Hall gift certificates are valid for one (1) year, not redeemable for cash value and not valid for tax, gratuity and alcohol. Forum Social gift card must be used by December 3, 2022 and booked via their Director of Sales to input the reservation. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

- 8. **Odds; Taxes, Etc.** Odds of winning a prize depend on the number and quality of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. If a prize is returned as undeliverable or otherwise not claimed within fifteen (15) days after delivery of notification, the prize will be forfeited and awarded to the next highest scoring entrant. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Any and all prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).
- 9. **License to Submissions**. By entering the Sweepstakes and submitting your Submission, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license, with a right to sublicense, to

publish, reproduce, copy, display, perform, communicate to the public, host, stream, distribute, adapt, edit, modify, enhance, translate, create derivative works based upon, and otherwise use your Submission, or any portion thereof, in connection with the Sweepstakes and for any other purposes. Sponsor will have no obligation to use or retain any Submission that you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You also agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits, licenses, and other documents) reasonably requested by Sponsor to effect, perfect, or confirm Sponsor's rights set forth above in this paragraph and elsewhere in these Official Rules. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.

- 10. **General Release**. By entering the Sweepstakes, you release Sponsor, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "*Released Parties*") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 11. LIMITATION OF LIABILITY. THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ANY OF THE RELEASED PARTIES' NEGLIGENCE OR FOR FRAUD.
- 12. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use winners' name, likeness (visual, aural, or otherwise), persona, hometown and/or prize information, without limitation, for promotional purposes without further permission or compensation in all media now known or later devised (including without limitation in the photo throughout the universe in perpetuity for all purposes Sponsor deems appropriate—including, without limitation, for advertising, marketing, and promotional purposes. As a condition of being awarded any prize, except where prohibited by law, winners may (in Sponsor's sole discretion) be required to execute a written consent confirming Sponsor's right to the use the winners' name, likeness (visual, aural, or otherwise) and/or prize information, without limitation, for promotional purposes without further permission or compensation.
- 13. **Privacy**. Please refer to Sponsor's Privacy Policy at http://bellevuecollection.com/privacy-policy/ for information about how Sponsor collects, uses and discloses your information.
- 14. **Affidavit & Release.** As a condition of being awarded any prize, winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, and any other legal, regulatory or tax-related documents required by Sponsor in its sole discretion.

- 15. Winners List; Rules Request. For a copy of the winners list, send a stamped, self-addressed, business-size envelope after June 14, 2021 and before June 14, 2022 to Sponsor at the address listed below, Attn: Dad Deserves Dinner And More Sweepstakes Winner Request. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: Dad Deserves Dinner And More Sweepstakes Rules Request.
- 16. **Copyright Notice.** The Sweepstakes and all accompanying materials are Copyright © 2021 by Kemper Development Company. All rights reserved.
- 17. **Miscellaneous.** The Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the State of Washington. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules; tamper with the operation of the Sweepstakes; violate any law, rule or regulation in connection with participation in the Sweepstakes; or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion), are subject to disqualification from entry into the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. If you have any questions about these Official Rules or the Sweepstakes, please e-mail them to info@bellevuesquare.com or send written questions to the address listed below, Attn: Dad Deserves Dinner And More Sweepstakes Questions.
- 18. **Sponsor.** The sponsor of the Sweepstakes is Kemper Development Company (as agent for the owners of The Bellevue Collection) located at 575 Bellevue Square, Bellevue, WA 98004.