

## Social Media Giveaways Official Rules

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. ENTRANTS ARE INVITED TO COMMENT ON THE RESORT'S INSTAGRAM POST TO NOMINATE A FRIEND FOR A COMPLIMENTARY EXPERIENCE AS OUTLINED IN THE CORRESPONDING POST. ONE WINNER WILL BE RANDOMLY SELECTED FOR EACH CONTEST BETWEEN JANUARY 1 AND DECEMBER 31, 2019 BASED ON THE AUTHENTICITY AND THOUGHTFULNESS OF THEIR NOMINATION.**

1. **ELIGIBILITY.** Social Media Giveaways at The Resort at Pelican Hill (the "Contest") is open only to legal residents of the United States of America who are 21 years of age or older at the time of entry. Employees, associates, officers, directors and contractors of The Irvine Company LLC ("Sponsor") and its affiliates, parents, subsidiaries, representatives, licensees, judges, successors, assigns, and advertising and promotion agencies (collectively, "Sponsor Entities") and their immediate families (spouse, parents, siblings and children, and their respective spouses, regardless of where they reside), and/or those living in the same household of any of the foregoing are not eligible to participate or to win a prize. Void where prohibited by law. All applicable federal, state, local laws and regulations apply. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER.** Contest details and these Official Rules can be found at [www.pelicanhill.com/sm](http://www.pelicanhill.com/sm) ("Website"). To enter the Contest, participants must follow Resort social media page(s) on Instagram and comment on the post to nominate for a complimentary gift. One winner will be randomly selected for each contest.

Sponsor may include the name and city of the entrant in connection with posting an entry to the Sponsor's Instagram, Facebook, Pinterest pages or the Website. Limit one (1) entry per person (but not per household). Automated entries are not permitted. Use and/or creation of multiple social media accounts by the same entrant to submit multiple entries are prohibited. Should more than one (1) entry per person be received, Sponsor reserves the right to void all such entries. Sponsor is not responsible for late, lost, stolen or misdirected entries or human error. Incomplete entries will not be accepted. Entrants are responsible for all online charges of any internet service or wireless carrier. All entries become property of Sponsor and will not be acknowledged or returned. By entering the Contest, entrants agree to be contacted by Sponsor for winner notification and by Sponsor Entities and others for advertising purposes.

### 4. ENTRY PERIOD

All entries received between 12:00 a.m. on the start date of the Entry Period and 11:59 p.m. PST on the end date of the Entry Period will be eligible for the judging panel selected winner.

**5. ENTRY CONTENT REQUIREMENTS.** Entrants must be 21 years of age or older, release Facebook of responsibility, and agree to Facebook's terms of use. The Contest is in no way associated with Facebook. Any entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, may be disqualified at any time. Entries may not contain material that, in Sponsor's sole discretion, is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including words or symbols that are widely considered offensive to individuals or groups of a certain race, gender, national origin, ethnicity, religion, marital status, sexual orientation, or socioeconomic status) or that is otherwise threatening or harassing to any individual, partnership, corporation or political body. Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion. Entries may not disparage, slander or libel persons or organizations associated with Sponsor Entities. Entries may not reference any of Sponsor's competitors. Entries may not contain content which violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising). Entries may not contain any violence or content that engages in, encourages, advocates, discusses with the intent to commit, or provides instructions for conduct that would constitute a criminal or civil offense or would otherwise violate any federal, state, local or international law or rule. Entries may not contain viruses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information. Entries may not contain content or materials in which you impersonate another person or entity. Entries may not contain material or content for which you were compensated or granted any consideration or benefits by any other party.

**6. SELECTION OF WINNER.** All eligible entries will be included in a drawing where one (1) winner will be randomly selected from all eligible entries. Limit one (1) Prize for (1) one winner. No information regarding selection of entries will be disclosed. The Prize winner will be selected by the date listed in Section 4.

**7. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV").** The winner will receive a certificate for an on-property experience, as specified on the contest's Facebook post. Retail Value of the prize will not exceed \$600. The prize must be claimed by the announced winner within 48 hours of notification.

Transportation to/from The Resort at Pelican Hill is not included. All prize details are at Administrator's sole discretion. All reservations based on availability. Certificate must be rendered at time of check in. Certificate has no cash value, is non-transferable and may not be combined with any other offers or promotions. Spa credit only, including taxes and gratuity. Not valid during special events, holidays or holiday weekends, unless otherwise specified. Strictly not eligible for extension of use past one year of redemption date. May not be replaced if lost or stolen.

Winner must comply with The Resort at Pelican Hill rules and regulations, and agree to act appropriately and not in a disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to remove or to deny access to any winner or guest who acts in an inappropriate or disruptive manner, or with

intent to annoy, abuse, threaten or harass any other person. Sponsor Entities are not responsible for weather conditions, terrorism, civil disturbances, work stoppage or any other natural or man-made disaster outside their control that may interrupt or interfere with usage of any prize.

All federal, state, and local taxes and all other expenses and costs, not expressly listed as included in the prize, are the winners' sole responsibility. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute the prize with another prize of equal or greater value if the prize is not available for any reason. All prize details are at Sponsor's sole discretion. Sponsor Entities have no responsibility or liability for damages or losses resulting from participation in Contest or acceptance or use of any prize. The Prize is non-transferable and is provided "as is" with no warranty or guarantee, either express or implied, except as may be provided by manufacturer.

**8. WINNER NOTIFICATION.** At the conclusion of the entry period, the randomly selected winner will be notified by direct message on Instagram. The winner will provide their name, address, phone and email address for contact. The winner may be required to sign and return an Affidavit of Eligibility (including taxpayer identification information) and Liability and Publicity Release (except where prohibited by law) and assignment of rights in the entry. The winner must return the Affidavit of Eligibility and Liability and Publicity Release within two (2) days of date of the first notification attempt or prize may be forfeited and an alternate winner may be selected. If a winner is ineligible or unwilling to accept a prize, or does not return the signed Affidavit of Eligibility and Publicity Release within two (2) days of the first notification attempt, an alternate winner will be selected based on the same judging criteria from all remaining eligible entries received and notified in the same manner. The prize will be awarded. Except where prohibited, acceptance of the prize constitutes the winner's consent to Sponsor Entities' use of the winner's entry, name, likeness, voice, statements and/or hometown and state for promotional purposes in any media, worldwide, without further consideration or any right to inspect or approve such use. Any use is in Sponsor Entities' sole discretion.

**10. PRIVACY.** Except as otherwise stated in these Official Rules, any personal information collected in connection with this Contest will be used in accordance with the Sponsor's Privacy Policy at <http://www.irvinecompany.com/privacy-policy.aspx>. Entry in this Contest constitutes consent to the Privacy Policy and to receipt of email, mail and other communications about this Contest. Entrants also may receive marketing email communications from Sponsor or its affiliates, with the right to opt-out of future emails.

**11. RELEASE.** By entering the Contest, entrants release, defend and hold harmless Sponsor Entities from all claims, liability, damage, loss, injury or death to persons or property caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest (or any activity related thereto); use of any entry or portion thereof; acceptance, possession, use or misuse of any Prize; or use of entrant's name, voice, likeness, or city/state of residence. Entrants agree to indemnify and hold harmless Sponsor Entities from and against any claims of liability arising directly or indirectly from the Contest, any prize awarded or any use of prize by winner or any guest. Entrants and anyone acting on their behalf, and their heirs, executors and assigns, hereby

irrevocably release, waive and discharge Sponsor Entities from any and all claims. Each entrant expressly waives California Civil Code § 1542, or any other statute of similar import or effect, that otherwise may exclude unknown claims from this release, as follows:

I acknowledge that I am familiar with the provisions of California Civil Code § 1542, which provides as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” I, being aware of said code section, hereby expressly waive any rights I may have thereunder, as well as any other statute or common law principles of similar effect.

**12. ADMINISTRATION.** Sponsor Entities are not responsible for lost, late, misdirected, illegible, altered, garbled, incorrect, incomplete, delayed or undelivered entries, or for technical, hardware, software, server, Internet Service Provider (ISP), or telephone malfunctions of any kind, or by any human error. Sponsor Entities are not responsible for any errors or problems that may occur in connection with the administration of the Contest, the incorrect uploading of any entry, the processing of entries or the announcement of winners.

Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest or Website; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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 or any other provision. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend all or any portion of the Contest if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs, corrupts or interferes with the administration, security, fairness, integrity or proper play of the Contest. If the Contest is cancelled, Sponsor may determine winners from all eligible, non-suspect entries using the procedures outlined above.

**13. GOVERNING LAW.** 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act.

14. **DISPUTES.** Any dispute with Sponsor arising out of or relating to the Contest or the Prizes will be decided only by arbitration, individually and not on a class-wide basis. Any arbitration will be administered by the American Arbitration Association and will take place in Orange County, California. As a condition of submitting an entry in the Contest, entrants agree that under no circumstance will entrant make any claim or obtain any judgment or award for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses, which shall not include attorneys' fees. Some jurisdictions do not allow the limitations or exclusions of liability for incidental or consequential damages, so the above may not apply.

15. **OFFICIAL RULES & WINNERS' LIST.** For a copy of these Official Rules or names of the winners, send a self-addressed, stamped envelope to the Irvine Company, P.O. Box 57060, Irvine, CA 92610-7060, by December 31, 2018.

16. **SPONSOR.** Sponsor is The Irvine Company LLC, 550 Newport Center Drive, Newport Beach, CA 92660. This Contest is not sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Sponsor and not to Facebook. Pelican Hill®, The Resort at Pelican Hill®, Spa at Pelican Hill® and Pelican Hill Golf Club® are registered trademarks of The Irvine Company LLC.