

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A purchase will not improve your chances of winning.

PLEASE READ THESE RULES CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.

1. **Eligibility.** The Mother's Day Giveaway (the "Giveaway") is open only to legal residents of the United States of America who are 18 years of age or older at the time of entry. Employees, associates, officers, directors and contractors of Sponsor and its affiliated companies and advertising or sweepstakes agencies, and their immediate family (spouse, parents, siblings and children) or persons residing in the same household, are not eligible to participate or to win a prize. The Giveaway is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation in this Giveaway 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 Giveaway. Any Entry determined by Sponsor in its discretion to violate these Official Rules will be disqualified and ineligible for any prize.

2. **Timing.** The entry period begins on May 12, 2023 and ends on Monday, May 15, 2023 at 9:00am (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Giveaway.

3. **Sponsor.** Irvine Management Company, 550 Newport Center Dr., Newport Beach, CA 92660 is the sponsor of the Giveaway ("Sponsor"). Sponsor reserves its right, in its sole discretion, to modify, cancel or terminate this Giveaway if any fraud, technical failures or any other factor impairs, corrupts or interferes with the administration, security, fairness, integrity or proper play of the Giveaway.

4. **How to Enter.** Eligible Entrants (each, an "Entrant") may enter by following @pelicanhillresort and @irvinecompanyapartments on Instagram and tagging a friend in the comments below, including #ad. Limit one (1) entry per person. Automated entries or entries by commercial sweepstakes services are not permitted. If more than one (1) entry is received from an Entrant, or if an automated entry is received, Sponsor reserves the right to disqualify all the Entrant's entries. By entering the Giveaway, entrants agree to be contacted by Sponsor for winner notification and by Sponsor, its affiliates and others for advertising purposes.

5. **Prizes.** One prize, ("Prize") will be awarded; one (1) prize per winner. Prize is a spa treatment of winner's choice (equivalent to \$350) and access to Pelican Hill's spa facilities, Coliseum Pool, and fitness classes on the day of spa treatment. Approximate Retail Value ("ARV") of \$350. No cash alternative, prize substitution or other changes will be allowed. The Prize is nontransferable. Any expense incurred in connection with use of Prize is the responsibility of the winner.

6. **Selection and Notification of Winners.** The winners will be selected by a random drawing on or about May 15, 2023 from all eligible entries received during the Entry Period. Odds of winning the Giveaway depend on total number of eligible entries received. Potential winners will be notified by Instagram. Prizes will be delivered via email within 1 week of drawing and notification. The potential winners must respond by providing requested information, if any, and may be required to sign and return to Sponsor an Affidavit of Eligibility and Publicity Release, which may include W-9 information for 1099 tax reporting, within two (2) days of notification. If the potential winner does not respond with requested information, is ineligible or unwilling to accept the Prize, or does not return the signed Affidavit of Eligibility and Publicity Release and W-9 information if applicable, within two (2) days of notification, an alternate potential winner will be selected at random from all remaining eligible entries and notified in the same manner. The Prize will be awarded.

7. **Publicity.** Except where prohibited, participation in the Giveaway constitutes the winner's consent to Irvine Management Company's, their affiliated companies' and their agents' use of the winner's name, likeness, photograph, recordings, voice, opinions, business name and/or hometown and state (together, "Likeness") for promotional purposes in any media, worldwide, without further payment or consideration.

8. **Release.** Sponsor and its affiliated companies and their employees, directors, officers, shareholders, partners, members and agents (collectively, the "Giveaway Parties") are not responsible for typographical errors, stolen or fraudulent entries, or entries that are delayed, garbled or lost due to computer or electronic malfunction or human or technical failures. The Giveaway Parties are not responsible for any injuries, losses, damages or costs of any kind arising in connection with, or as a result of, any entrant's participation in the Giveaway or the winner's acceptance or use of the Prize. Entrant hereby releases and agrees to indemnify and hold the Giveaway Parties harmless from any and all losses, damages, rights, claims and actions of any kind arising in connection with or as a result of participation in the Giveaway, winner's acceptance or use of the Prize, or any use of winner's Likeness. **Entrant acknowledges that he/she is familiar with the provisions of California Civil Code § 1542, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Being aware of said code section, entrant hereby expressly waives any rights he/she may have thereunder, as well as any other statute or common law principles of similar effect.**

9. **Taxes; Other Charges.** The winners are solely responsible for payment of all federal, state, and local taxes on the Prize and for any expenses not specifically mentioned in the Prize description. Sponsor may request information from the winner for tax reporting. Entrants are responsible for all online charges of any internet service or wireless carrier.

10. **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 Giveaway, 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.

11. **Disputes.** The Federal Arbitration Act governs the interpretation and enforcement of this provision and this provision is deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. Any dispute with a Giveaway Party arising out of or relating to the Giveaway and/or the Prize will be decided only by binding arbitration, individually and not on a class-wide or representative basis. Any arbitration will be administered by the American Arbitration Association under its applicable rules and will take place in Orange County, California.

12. **Entrant's Personal Information.** Information collected from entrants is subject to Sponsor's Privacy Policy (<https://www.irvinecompany.com/privacy-policy/>).

13. **Trademarks.** Trademarks are the property of their respective owners.

14. **Copies of Official Rules and Winners' List.** For a copy of these Official Rules or the winners' list, send a self-addressed, stamped envelope to Irvine Management Company, 111 Innovation Drive, Irvine, CA 92617. The winners' list will be available on or after May 15th, 2023.