

# The Outlet Shops of Grand River Mother's Day Sweepstakes

## OFFICIAL RULES

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR OPTING-IN TO MAILING LIST WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.
2. SPONSOR: The Outlet Shops of Grand River("Sponsor"), 6200 Grand River Blvd East Suite 446 Leeds, AI 35094
3. ADMINISTRATORS: Pocketstop, LLC ("Administrator"), 5646 Milton Street, Suite 100LL, Dallas, Texas 75206.
4. ELIGIBILITY: The Mother's Day Sweepstakes ("Sweepstakes") is open only to legal residents in USA who are at least eighteen (18) years old at the time of entry and meet all of the following entry criteria. The eligibility criteria only apply to the Entrant and not the nominator (if applicable). Officers, directors, and employees (and members of their immediate family, IRS dependents, and household members, whether legally related or not) of Sponsor, Administrator, and their respective parents, affiliates, subsidiaries, advertising, promotion, and web design agencies, and all other entities involved in the creation, administration, or fulfillment of the Sweepstakes, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes entrant's unconditional agreement to these "Official Rules" and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. The potential Prize Winners are subject to verification by Sponsor or Administrator. An entrant is not a winner of any prize until entrant's eligibility as the Sweepstakes winner has been verified, entrant has been notified that verification is complete, and entrant has complied with the terms and conditions of these Official Rules.
5. SWEEPSTAKES PERIOD: The Sweepstakes begins on April 21, 2021 at 11:00 am Central Time ("CT") and ends on May 7, 2021 at 8:30 p.m. CT ("Closing Date"). The Administrator's server is the official time-keeping device for the Sweepstakes.
6. TO ENTER: During the Sweepstakes Period, participants may enter by texting the word "KATE" from their personal mobile device to 444222. One (1) entry per person via mobile device. Additional text entries will be disqualified.
7. SWEEPSTAKES ENTRY: Each Sweepstakes text entry will generate a text response to an entry in the Sweepstakes confirming participation.
8. MOBILE DEVICE TERMS: In the event of a dispute over the identity of a mobile device entrant, the entry will be deemed submitted by the Authorized Account Holder of the mobile device at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to a mobile device by its

respective wireless service provider. If a dispute cannot be resolved to the Administrator's satisfaction, the entry will be deemed ineligible. Standard text and data rates may apply. Participation in this Sweepstakes by mobile device means that entrant understands that they may receive additional text messages from Sponsor relating to this Sweepstakes, including a message notifying entrant that they are a potential winner in this Sweepstakes. Entrant further understands that such text messages will be subject to the charges imposed by your carrier's rate plan. Proof of sending (such as a "thanks for entering" reply message) does not constitute proof of actual receipt by Administrator of an entry for purposes of this Sweepstakes. Only eligible entries received by Administrator before the Closing Date will be included.

By entering the Sweepstakes entrant agrees to Administrator's Mobile Services Terms and Conditions ("Terms and Conditions") located at [www.pocketstop.com](http://www.pocketstop.com). If entrant elects to opt-in to receive additional promotional text offers from Sponsor, such promotional programs will also be subject to Administrator's Terms and Conditions. Administrator may modify its Terms and Conditions at its discretion without providing notice to entrant.

9. **ENTRANT'S PERSONAL INFORMATION:** Any information collected from entrants is subject to Administrator's Privacy Policy located at [Pocketstop.com](http://Pocketstop.com). As a condition of entering the Sweepstakes, all winners give consent for Sponsor and/or Administrator to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules.

10. **GRAND PRIZE DRAWING & ODDS OF WINNING:** On or before May 7, 2021, a random drawing will be held from all eligible entries received during the Sweepstakes Period. The drawing will be conducted by Administrator, and Administrator's decisions will be final in all matters pertaining to the random drawing. The odds of winning the prizes depend on the total number of eligible entries received during the Sweepstakes Period. The potential Prize Winner will be subject to verification of eligibility and compliance with these Official Rules.

11. **AWARDING OF PRIZE:** The potential Prize Winners will be notified by telephone call—at the same telephone number through which the text entry was received, or which was included by entrant in the online Sweepstakes entry form. One (1) telephone call attempt will be made during the Sweepstakes period to reach the potential Prize Winner. If the potential Prize Winner does not respond to Administrator within the allotted time period, if any, Administrator will randomly select a second potential Prize Winner and the same process will be repeated until a Prize Winner is found and the Prize is awarded. At the sole discretion of the Sponsor or Administrators, forfeiture of the Prize and the selection of an alternate Prize Winner may result from any of the following: a) the potential Prize Winner's failure to respond to notification within the specified response period; b) the potential Prize Winner's failure to provide Administrator with satisfactory proof of age, identity, and residence; c) any other non-compliance with these Official Rules.

The Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) he or she receives, regardless of whether it, in whole or in part, is used.

12. PRIZE: 1 prize will be awarded, and will consist of:

Prizes: Purse \$379 Medium Satchel, Boxed Trifold Mini Wallet \$129, Studs and Mini Pendant Set \$128

13. PRIZE RESTRICTIONS: Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize is unavailable for any reason. The Prizes are nontransferable and not redeemable for cash. Any portion of the Prize not accepted by the Prize Winner will be forfeited. No substitutions for cash and prize will not be replaced if lost.

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).

**14. RELEASE: By entering, participants agree to release, discharge, indemnify, defend and hold harmless, Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, members, employees, agents, and agencies, (“Released Parties”) from and against any demands, claims, liability, costs, losses, damages, or cause of action, including, without limitation, personal injury, death, or damage to or loss of property, arising out of, in whole or part, directly or indirectly, from participation or attempting to participate in the Sweepstakes or from acceptance, possession, misuse, use, award of or participation in the Prize.**

15. PUBLICITY: Subject to applicable law, acceptance of the Prizes constitutes the Prize winner’s consent to Sponsor’s use of Prize winner’s name, likeness, photograph, voice, biographical information, statements, and/or home state for advertising and promotional purposes in any media, worldwide, without remuneration for said use.

16. GENERAL CONDITIONS: Sponsor or Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s or Administrator’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor or Administrator in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. In the event the Prize Winners engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Prize or other applicable experience early.

17. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website or mobile device users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission (including text message transmission), communications line failure, theft or destruction, or unauthorized access to the website. The Released Parties are not responsible for injury or damage to entrant’s or to any other person’s mobile device related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor or Administrator, in the sole opinion of Sponsor or Administrator, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor and Administrator reserve the right in their sole discretion to cancel, terminate, modify or suspend this Sweepstakes and select the winner from entries received prior to the action taken or in such other manner as Sponsor or Administrator may deem fair and appropriate.

18. DISPUTES: Except where prohibited, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before the appropriate Texas federal or state courts located in Dallas County, Texas. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Sweepstakes, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Texas. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Dallas, Texas.

19. WINNERS LIST: The Winner List may be requested only after the Closing Date and no later than May, 1<sup>st</sup>, 2021. To receive the Winner List, send an email with your request to support@pocketstop.com with the following subject line: "MOTHER'S DAY SWEEPSTAKES WINNER LIST."

20. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

21. ADMINISTRATION OF SWEEPSTAKES: The Administrator's administration and operation of the Sweepstakes and the selection of the potential Prize Winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received on or before the Closing Date.

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