

NORTHWOODS NUPTIALS CONTEST OFFICIAL RULES

THE CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.

1. **SPONSOR.** The Northwoods Nuptials Contest (this “Contest”) is sponsored by Northwoods Shopping Center, LLC (the “Sponsor”) with offices at 2200 W. War Memorial Dr., Peoria, Illinois, 61613. It is marketed to visitors to Northwoods Mall (the “Center”).
2. **CONTEST SUMMARY.** Sponsor is holding this Contest to find a special couple to be married on June 27, 2021 at Center Court in the Center. Sponsor will select a winner and award a prize in accordance with these Official Rules. The special couple may enter or nominate another couple.
3. **AGREEMENT TO RULES.** By taking part in this Contest, a participant (“You”, “Your”, “Contestant”) and guest (the person you will marry on June 27, 2021) (collectively, “You”, “Your”, “Contestant”) and by accepting a prize, winners, agree to be bound by these Official Rules and agree that all decisions of Sponsor relating to this Contest are final and binding. Further, You represent and warrant that You and the individuals you nominate meet the eligibility requirements. If You do not fully agree with the terms of these Official Rules, you should not enter the Contest.
4. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN. AN ENTRANT MUST BE A U.S. RESIDENT, 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW.** The following are not eligible to participate in the Contest or win a Prize offered through the Contest, if during the Contest Period, they were: (i) Sponsor, their parent companies, affiliates, subsidiaries, advertising promotional agencies; or (ii) respective officers, directors, employees and agents of the parties listed in (i). All decisions regarding eligibility to enter this Contest will be determined by the Sponsor in its sole discretion.
5. **CONTEST PERIOD.** From 12:00 a.m. on Monday, **May 3, 2021** to 11:59 p.m. on Sunday, **May 16, 2021** (“Contest Period”).
6. **ENTRY.** You may enter this Contest on your behalf and on behalf of the person you intend to marry (“Entry”) or You may nominate another couple (“Nomination” or “Entry”) during the Contest Period. Your Entry includes Your Entry form, Nomination, if applicable, photo or any other content submitted to Sponsor in connection with this Contest. Your Entry must fulfill the following requirements, as specified. An Entry that is incomplete or does not adhere to these Official Rules may be disqualified at the sole discretion of Sponsor. No other methods of entry will be accepted. You may enter only once and you may nominate only once. You may not enter using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules. A Nomination may be withdrawn in Sponsor’s discretion if written request for such withdrawal is made by the nominee.

There are two (2) ways to enter:

- (a) **Social Media Link.** Visit Sponsor Instagram or Facebook accounts and press the link to the Contest entry form. Complete the entry form in its entirety including first name, last name, street address, city, state, zip, phone number and email address (if available), include a paragraph (maximum 150 words) describing why you think you should be chosen (the “Story”). If your Entry is a Nomination, include the names of the couple you are nominating, their contact information and their Story. Click “Submit” to receive one (1) entry into the Contest. Entry must be completed and submitted in order to be eligible to win.
- (b) **Center Website.**
 - Go to Center website <https://northwoodsmall.net/>
 - Click on the Events & News Page tab at the top of the home page
 - Click on the Northwoods Nuptials Contest to open the Entry form
 - Complete Your Entry in its entirety including first name, last name, street address, city, state, zip, phone number and email address (if available) and include the Story. If your Entry is a Nomination, include the names of the couple you are nominating, their contact information and their Story. Click “Submit” to receive one (1) entry into the Contest. Entry must be completed and submitted in order to be eligible to win.

The Story must be factually accurate, e.g., based on actual events and circumstances and must be written in English. All Entries and Nominations become the sole property of Sponsor and will not be acknowledged or returned.

7. **ENTRY GUIDELINES.** Failure to comply with the following Guidelines, as determined by Sponsor, in its sole discretion, will cause Your Entry to be rejected and disqualified.

6.1 You may not accept or agree to accept, directly or indirectly, any money, service or other valuable consideration for participating in the Contest. You may not use Your Entry to endorse, expressly or impliedly, any goods or services. You must comply with the Terms of Use of Facebook and Instagram when used to access this Contest.

6.2 An Entry that does not comply with the following additional content restrictions, will be disqualified.

- Your Entry must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- You must have permission from all individuals that appear in Your Entry (if any) to use their likeness in Your Entry. A parent or guardian must consent for people under the age of 18 years.
- Your Entry must be family friendly and appropriate for all ages. Your Entry must not contain material that is inappropriate, indecent, obscene, hateful, illegal, tortious, defamatory or libelous.
- Your Entry must not promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Your Entry must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate or that are illegal.

8. **SELECTION PANEL.** Each Entry will be reviewed by a panel of judges consisting of Sponsor staff, (the “Panel”). The Panel will evaluate all Entries and select one (1) Entry (“Selected Entry” or “Selected Entrant”). This selection will be made on or before May 21, 2021. All decisions of judges are final.

A SELECTED ENTRANT IS NOT AN OFFICIAL WINNER UNTIL HE/SHE/THEY HAS BEEN ADVISED BY SPONSOR (OR ITS DESIGNEE) THAT THE VERIFICATION PROCESS HAS BEEN SUCCESSFULLY COMPLETED AND ALL REQUIRED DOCUMENTS HAVE BEEN RECEIVED BY SPONSOR (OR ITS DESIGNEE) BY THE STATED DATE(S) AND AS REQUIRED HEREIN.

9. **PRIZES.** There is one (1) prize package available to be won as described below (the “Prize”). The Winner is responsible for all federal, state and local taxes (if any) applicable to the acceptance and use of the Prize. The Winner is responsible for all other costs and expenses associated with Prize receipt and/or use not expressly described in these Official Rules as being included in the Prize.

Prize Description	Approximate Retail Value (“ARV”)
<p>Wedding at the Center Package: The Prize is a wedding event for up to fifty (50) people, subject to applicable government restrictions, on the date and at the location in the Center designated by Sponsor in its sole discretion (the “Prize Event”). The Prize package includes the following components having the ARV set out below:</p> <ul style="list-style-type: none"> • Wedding cake: \$200 • Wedding dress: \$1,000 • Invitations and programs: \$350 • Wedding veil: \$175 • Bridesmaids dresses: \$900 • Wedding night hotel suite: \$275 • Dinner for two: \$150 • Bartender and drinks: \$350 • Bridal jewelry: \$300 • Photographer- \$1,500 • Catering: \$750 • Music/Entertainment: \$300 • Wedding favors: \$250 	\$6,500.00

PRIZE MUST BE USED FOR A WEDDING AT THE CENTER ON JUNE 27, 2021 OR THE WINNER WILL FORFEIT THE PRIZE IN ITS ENTIRETY. IF THE ENTRY IS A NOMINATION, THE PRIZE WILL BE AWARDED TO THE WINNING NOMINEE; NOMINATORS WILL NOT RECEIVE A PRIZE.

Each Prize is awarded as-is, with no warranty or guarantee, either express or implied. No transfer, assignment or substitution of a Prize is permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize or prizes of equal or greater value for any and all Prizes. Prizes cannot be redeemed for cash. If the actual value of the Prize (or component thereof) awarded is less than the ARV set out above, the Winner will not receive the balance in cash, credit or otherwise.

If a Prize is valued at \$600 or more, the Winner must complete a W9 form and supply Sponsor with their social security number for tax purposes. At the end of the calendar year in which the Prize is awarded, an Internal Revenue Service (“IRS”) Form 1099-MISC will be issued in the name of the Winner for the value of the Prizes received and filed with the IRS. Each Winner is advised to seek independent counsel regarding tax and legal implications of accepting the Prize.

SPONSOR RESERVES THE RIGHT TO REMOVE OR DENY ENTRY TO ANY WINNER AND/OR GUEST WHO ENGAGE IN A DISRUPTIVE MANNER OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON IN CONNECTION WITH THIS CONTEST OR WHILE AT THE CENTER FOR THE PRIZE EVENT. ALL GUESTS ATTENDING THE PRIZE EVENT DO SO AT THEIR OWN RISK.

10. WIN NOTIFICATION/CLAIMING PRIZES. Sponsor will notify the Selected Entrant on May 21, 2021 using the email address provided by Selected Entrant on their Entry (the “Win Notification”). In the case of a Nomination, Sponsor is not obligated to notify the nominator that his or her nominee has been selected. The Selected Entrant or nominee will not be declared a Winner until the Selected Entrant or nominee presents a government issued photo ID confirming identification at the Center Management Office within seventy-two (72) hours of the Win Notification and signs a Winner Acceptance, Hold Harmless, Release and Consent form. In the event that a Selected Entrant or nominee is unwilling, unable or ineligible to win or his/her Entry is disqualified pursuant to these Official Rules, the Panel will select another Entry. A Prize will be deemed forfeited by a Selected Entrant or nominee, if they fail to fully and timely satisfy the foregoing requirements for claiming a Prize or if such Selected Entrant or nominee is unwilling, unable or ineligible to win the Prize as set out in these Official Rules, and, in such case, Sponsor will select another Entry. Sponsor reserves the right to modify Prize redemption procedures in its sole discretion.

11. ODDS OF WINNING. The odds of winning a Prize through this Contest depend upon the number of eligible entries received during the Contest Period.

12. OWNERSHIP AND USE. Submission of an Entry or Nomination constitutes Your consent as entrant and nominator to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in the Entry, Nomination, if applicable, and Story as part of the Entry, including, without limitation, all copyrights, and You waive all moral rights in respect of the Entry, Nomination and the Story. By submitting an Entry, Nomination or Story, You represent and warrant that (a) the Story is original work created solely by the You and all factual matters set forth therein are true, (b) the Story does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, (c) use and publication of the Story by Sponsor will not infringe on the copyrights, trademarks, moral rights, rights of privacy/public or intellectual property rights of any person or entity, (d) the Story has not previously been and will not in the future be entered in any other contest, and (e) it has not been previously published in any medium. By submitting an Entry or a Nomination, You further agree that Sponsor may exploit, edit, modify, and distribute the Story and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, photograph, biographical information contained in the winning Story, voice and/or likeness for advertising, trade and promotional purposes without further compensation, at any time, in all media now known or hereafter discovered worldwide and on the Internet without notice or review or approval. In the event You cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify Your Entry, or seek to secure the outstanding clearances, permissions, consents and releases.

13. DISPUTES. Sponsor’s agents and designees shall have complete discretion over the interpretation of these Official Rules. Except where prohibited, each of the Contestant, nominee and Winner agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the Prize shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ or legal fees; and (3) unless otherwise prohibited, under no circumstances will a Contestant (as an entrant or nominator), nominee or Winner be permitted to obtain awards for, and each Entrant, nominee and Winner agrees to waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of Ohio without giving effect to any choice of law or conflict of law rules or principles.

14. DISQUALIFICATION. If You tamper with or abuse any aspect of this Contest, or act in violation of these Official Rules, or act in any manner to threaten or abuse or harass any person, as solely determined by Sponsor, You will be disqualified. Should Sponsor determine that You directly or indirectly tampered with the Contest in any manner, your Entry will be disqualified and Sponsor may seek additional remedies/redress to the full extent allowed by law.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

15. FORCE MAJUERE. Sponsor reserves the right to modify, extend, suspend, or terminate this Contest if it determines, in its sole discretion, that this Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Contest as contemplated herein. If Sponsor is prevented from awarding the Prize(s) or continuing with this Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, 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, public health crisis (e.g. COVID-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate this Contest. If this Contest is terminated before the designated end date, Sponsor will (if possible) select the potential winner in the process described above from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such judging process shall be each entrant's sole and exclusive remedy under such circumstances.

16. RELEASE OF LIABILITY. By submitting an Entry or Nomination, or accepting the Prize, as applicable, each Contestant, nominator and Winner agrees for themselves and their heirs, executors, administrators, representatives, insurers and assigns; to release and hold harmless Sponsor, Facebook, Instagram and the participating retailers and vendors providing any of the Prize components and each of their respective officers, directors, employees, representatives and agents and their respective parent companies, affiliates, subsidiaries, marketing or public relations agencies and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities (collectively, the "Released Parties") from any and all liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, in whole or in part, whether caused by negligence or not, from participation in this Contest or any Contest-related activity, including, but not limited to, use of Instagram and Facebook, and receipt, acceptance, possession, misuse or use of the Prize. You shall indemnify, hold harmless and defend the Released Parties against all losses incurred in any claim brought against the Released Parties alleging that, the subject Entry infringes, violates or misappropriates any copyright, trademark or any other intellectual property rights. You, at your sole cost, shall indemnify and defend the Released Parties and hold them harmless against such claim, perform any negotiations for settlement or compromise of such claim, and pay any and all settlements reached and/or costs and damages incurred in connection with such claim, together with reasonable attorneys' fees.

17. CANCELLATION. Sponsor may rescind, cancel, amend or revoke the Contest and/or these Official Rules, in whole or in part and without notice.

18. OFFICIAL RULES AND WINNERS LIST. These Official Rules will be posted at <https://northwoodsmall.net/>.