## AMEREAM LLC D/B/A AMERICAN DREAM 2024 AMERICAN DREAM "SPRING BREAK SWEEPSTAKES" OFFICIAL RULES

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

**1. ELIGIBILITY:** The 2024 American Dream "Spring Break Sweepstakes" (the "Sweepstakes") is only open to entrants who, as of the entry date, are permanent legal residents of the United States or the District of Columbia, excluding Michigan, Ohio, and Virginia, who are at least eighteen (18) years old at the time of entry (residents of Alabama and Nebraska must be 19 years of age, residents of Mississippi must be 21 years of age). Residents of Michigan, Ohio, and Virginia are not eligible to participate in the Sweepstakes. The Sweepstakes is void outside the eligible Sweepstakes territory; and where prohibited or restricted by law. Employees, officers, and directors of Ameream LLC d/b/a American Dream ("Sponsor") and its respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

**2. TIMING:** The "Sweepstakes Entry Period" begins on February 22, 2024 at 9:00 AM Eastern Standard Time ("EST") and ends on March 15, 2024 at 11 PM EST (the "Entry Submission Deadline"). Entries received after the Entry Submission Deadline or outside the Sweepstakes Entry Period are void. All entries must be received by Sponsor(s) on or before Entry Submission Deadline as determined by Sponsor'(s) clock.

## **3. HOW TO ENTER:**

**WEBSITE ENTRY**: Eligible individuals may enter the Sweepstakes by visiting www.americandream.com/springsweepstakes (the "Website") and following the links and instructions for the Sweepstakes. By completing the entry form in accordance with the instructions on the Website, you represent that you have complied with the submission guidelines and content restrictions as specified on the Website.

**4. LIMIT**: Entries are limited to one per person per email address. All entries will be deemed to have been made by the authorized account holder for the submitted email address. Entrants may be subject to verification prior to being able to enter or participate in the Sweepstakes. Eligibility, age and other claims of/information provided by a potential prize winner are subject to verification by Sponsor or a prize supplier. Entrants will cooperate with Sponsor, a prize supplier, or their respective representatives in connection with any and all verification activities, including, without limitation, by executing and delivering to Sponsor, a prize supplier or their respective designees by the time indicated by Sponsor, prize supplier or their respective designees any authorization forms required by Sponsor, a prize supplier or their respective designees.

**5. AGREEMENT TO OFFICIAL RULES AND DECISIONS:** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries and entrants, the selection of entrants and winner, and the awarding and redemption of prizes), which are final and binding in all respects.

**6. SWEEPSTAKES PARTICIPATION AND PRIZE REDEMPTION:** Each potential Prize winner will be notified by email no later than March 16, 2024. The odds of which specific prize is won will vary based upon the total combined number of eligible entries received. Eligible individuals may only win one time during the entire "Spring Break Sweepstakes" Period.

All prizes are subject to the terms and conditions of these Official Rules and any other terms and conditions imposed by the prize supplier. Entrants must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential Prize winner shall be required by Sponsor to execute and return to Sponsor, within three (3) days of the date notice or attempted notice is sent, an Affidavit of Eligibility/Liability and Publicity Release (an "Affidavit/Release") in the form provided by Sponsor in order to redeem and claim the potential winner's Prize. If a potential winner fails to return the required Affidavit/Release within the specified time, or if a potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules (including, without limitation, by not timely redeeming the Prize within the required time period), then such potential winner may be disqualified and will forfeit the Prize unless an eligible person is randomly selected by Sponsor as the winner. The eligible person shall be required to execute and return to Sponsor an Affidavit/Release. Sponsor, reserves the right (but has no obligation) to award such prize to any individual in such manner as determined by Sponsor in its sole discretion.

6. PRIZES: Total "Prize" package includes the following under these Official Rules:

Four (4) free Dream Pass Tickets (value of approximately \$580) Four (4) free economy class airfare tickets (value of approximately \$1500) Two (2) nights hotel stay (value of approximately up to \$500) One (1) \$500 American Dream gift card (value of \$500)

Total Approximate Retail Value of: \$3080.00

Donor: Ameream LLC

The approximate retail value of the Prize is as set forth above ("Approximate Retail Value"). Winner will not receive the difference between actual and Approximate Retail Value.

Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor or its designee; Sponsor reserves the right (but has no obligation) to substitute (or cause the substitution of) a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a prize shall be forfeited and have no redeemable cash value. Winners are solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize awards, redemptions, receipts and uses, including, without limitation, all federal, state and local taxes on the prizes. If applicable, a winner will be issued an IRS Form 1099 for the actual retail value of the prize. The winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. If a winner is a minor in his/her jurisdiction of primary residence, the prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

**7. PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes a winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, attribution, notice, review or consent.

**8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, as determined by Sponsor. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award any prize(s) at random in a manner determined to be fair in Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 of these Official Rules.

**9. RELEASE:** By entering and participating in the Sweepstakes, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, designees, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, including, without limitation Mall tenants, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes or any Sweepstakes activities, and/or entrant's award, redemption, receipt or use of any prize awarded in the Sweepstakes.

**10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for (a) unauthorized intervention in any part of the entry or redemption process or the Sweepstakes; (b) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes; or (c) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes.

**11. ERRORS AND TAMPERING.** Sponsor is not responsible or liable for printing, typographical, electronic or human errors, or tampering which may occur in the offer or administration of this Sweepstakes.

**12. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded or to be awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Bergen County, New Jersey; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of New Jersey for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of New Jersey, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**13. DATA COLLECTION.** Entrants may provide personal information to Sponsor and its designees in connection with this Sweepstakes. For more information about the ways Sponsor uses and shares personal information, please see the Privacy Policy of Sponsor located at <u>https://americandream.com/privacy</u>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

14. OFFICIAL RULES. These Official Rules are available at https://www.americandream.com/spring-sweepstakes.

**15. WINNER'S LIST.** To request information regarding the confirmed Sweepstakes winner, send a self-addressed postage-stamped envelope within six (6) weeks after the end of the Sweepstakes, to Ameream LLC d/b/a American Dream, Attn: Marketing Department, 1 American Dream Way, East Rutherford, NJ 07073. All questions regarding the Sweepstakes can be referred to the Marketing Department, American Dream, 1 American Dream Way, East Rutherford, New Jersey 07073 or <u>guestservices@americandream.com</u>.

**16. SPONSOR:** The sponsor of the Sweepstakes and the address at which Sponsor may be contacted is Ameream LLC d/b/a American Dream, 1 American Dream Way, East Rutherford, New Jersey 07073.