## MARKET COMMON CLARENDON PRESIDENTS' DAY GUESS THE NUMBER OF PENNIES Official Rules

ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS, RULES AND REGULATIONS APPLY. VOID WHERE PROHIBITED. WINNERS WILL BE CHOSEN BASED ON THE STATED CRITERIA. THIS IS NOT A GAME OF CHANCE. NO PURCHASE NECESSARY.

- 1. **CONTEST PERIOD:** The Presidents' Day Guess the Number of Pennies (the "Contest") will begin at 1:30 p.m. ET and end at 3:30 p.m. ET on Sunday, February 16, 2020 (the "Contest Period").
- **2. SPONSOR:** The Contest is sponsored by Regency Centers, L.P. ("Regency" or "Sponsor"), One Independent Drive, Suite 114, Jacksonville, Florida 32202.
- 3. WHO CAN PARTICIPATE: Children up to the age of eighteen (18) can participate in the Contest (the "Contestant or Contestants"). The age group may be expanded during the Contest Period. All federal, state and local laws and regulations apply. Void where prohibited or otherwise restricted by law. A guardian must be present with the participating child.
- **4. CONTEST:** The Contestant will need to guess the correct number of pennies in a jar which will be located within the Market Common Clarendon shopping center, 2800 Clarendon Blvd., Arlington, Virginia 22201 during the Contest Period. One guess per Contestant.
- **5. PRIZES & RETAIL VALUES:** The Contestant who guesses the correct number of pennies will be awarded cash equal to the amount of pennies in the jar. If more than one contestant guesses correctly, than each winner will be awarded cash equal to the amount of pennies in the jar.

The approximate total retail value of the prize shall not exceed the amount of \$500.00.

The prize winners are solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. Prizes are non-transferable and no substitution of prizes is allowed.

6. SELECTION OF THE WINNERS: On our about Monday, February 17, 2020, the Sponsor will determine that the Contestant with the closest guess to the number of pennies in the jar, without going over the amount, will be selected as the winner. Potential winner's guardian will be notified via e-mail address or telephone number as provided on the submitted entry form and will be instructed to provide contact information within seven (7) days or the prize will be forfeited and an alternate potential winner will be chosen. Affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within seven (7) days of notification or prize will be forfeited and an alternate winner chosen. Driver's license or other appropriate picture identification may be required in order to claim prize.

- **7. PUBLICITY RELEASE:** By participating in this Contest, or by accepting the above prize, the winner's guardian, consents that Sponsor may use of his/her name, likeness, photograph, statements, biographical information, voice, and otherwise, in all forms of media, in perpetuity, without notice or further compensation, except where prohibited by law.
- 8. **RELEASE:** By entering, the winner's guardian agrees to accept and abide by the rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or award of prize shall be submitted to Sponsor, whose decision shall be binding and final. By participating, the winner's guardian agrees to release and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Contest-related activity, or participation in the Contest. The winner's guardian further understands and agrees that all rights under any law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

The Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor may reserve the right, in their sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any the Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation.

9. DISPUTES: EACH PARTICIPANT'S GUARDIAN AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN THE COUNTY OF ARLINGTON, STATE OF VIRGINIA; (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' FEES, AND (3) UNDER NO CIRCUMSTANCES WILL PARTICIPANT'S GUARDIAN BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT'S GUARDIAN 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 PARTICIPANT'S GUARDIAN AND THE SPONSOR IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF VIRGINIA OR ANY OTHER JURISDICTION), THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF VIRGINIA.