

**BAYS GOT TALENT CONTEST**  
**SERRAMONTE CENTER**  
**Official Rules**

**ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS, RULES AND REGULATIONS APPLY. VOID WHERE PROHIBITED. WINNERS WILL BE CHOSEN BASED ON THE STATED JUDGING CRITERIA. THIS IS NOT A GAME OF CHANCE.**

**1. CONTEST:** The Bays Got Talent Contest (the “Contest”) will begin at 2:00 p.m. Pacific Time (“P.T.”) on Sunday, December 3, 2017.

**2. SPONSOR:** The Contest is sponsored by Regency Centers, L.P. (“Regency” or “Sponsor”), One Independent Drive, Suite 114, Jacksonville, Florida 32202.

**3. ELIGIBILITY:** To enter or win, Contestant(s) must be a legal U.S. resident physically residing in the United States (the “Contestant” or “Contestants”). Any minors must be accompanied by a legal guardian. Employees, officers, directors, and representatives of Regency Centers, L.P., its parent company, affiliates, subsidiaries, partners, joint venturers, licensees, service providers, advertising and Contest agencies, those involved in the production, development, implementation, or handling of the Contest, or any agents acting on behalf of the above entities, as well as the immediate family members (parents, children, siblings, spouses) and/or persons living in the same household (whether related or not) of each above-mentioned individual, are NOT eligible to participate in the Contest. All federal, state and local laws and regulations apply. Void where prohibited or otherwise restricted by law.

**4. HOW TO REGISTER:** Each Contestant of a talent act (the “Act”) must register at the Serramonte Information Center located at 3 Serramonte Center, Daly City, CA 94015. Registration of the Act must be completed by 8:00 p.m. P.T. on Wednesday, November 22, 2017 or when the limit of 25 registered acts has been reached.

NO ENTRY FEE IS REQUIRED. By registering for the Contest, you accept and agree to abide by these Official Rules. Sponsor is not responsible for late, illegible, corrupted, or misdirected entries.

**5. REQUIREMENTS OF ACT:** Contestants must be strictly amateur. Contestants may perform as a solo act, duets or group. Groups are limited to eight persons. Contestants must supply their own recorded music, instruments, props, etc.

Acts must NOT present a safety hazard (dangerous act) and contain material or attire which is sexually explicit, obscene, violent, discriminatory, offensive, threatening, profane or harassing.

**6. PRIZE & APPROXIMATE RETAIL VALUES:** There will be three (3) prize winning acts. The first place prize winning Act will receive a \$500.00 Serramonte gift card. The second place prize winning Act will receive a \$200.00 Serramonte gift card. The third place prize winning Act will receive a \$100.00 Serramonte gift card.

The approximate total retail value of all prizes is \$650.00.

The prize winner(s) is 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. Any and all guarantees and warranties for prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes are non-transferable and no substitution of prizes is allowed. All costs and expenses not specified herein related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) prize per act.

Gift card are valid at participating stores and restaurants throughout Serramonte Center. For all gift card prizes awarded, additional terms and conditions may apply.

**7. SELECTION OF THE WINNER:** The Acts will be judged on performance, originality, and stage presence by a panel of three to four judges.

Sponsor or judges reserve the right to disqualify, in its sole and absolute discretion, any Act for any reason or for no reason at all.

The winners will be announced at the end of the Contest. Affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required. Driver's license or other appropriate picture identification may be required in order to claim prize.

**8. PUBLICITY RELEASE:** By submitting an entry, by entering these Contest, or by accepting the above prize, the winner consents that Regency may use 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. Submission of content to be posted online constitutes permission for same.

**9. ODDS OF WINNING:** The odds of winning will depend on the number of Contestants and the quality of the Contestant's performance.

**10. RELEASE:** By entering, Contestant 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, Contestant 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. Contestants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar 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. Contestants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." 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.

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 reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the Official 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 reason 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 its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If Sponsor in its discretion elects to so abbreviate the Contest, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

This Contest is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter this Contest if you are not located in the United States. If for any reason the Contest is not capable of running as planned, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Contest, and to cancel, terminate, modify, or suspend the Contest without notice and to select the winner from all eligible entries received prior to the cancellation or termination.

**CAUTION: ANY ATTEMPT BY AN CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER, DAMAGE, OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**11. DISPUTES:** EACH CONTESTANT 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 SAN MATEO, STATE OF CALIFORNIA; (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 CONTESTANT BE PERMITTED TO OBTAIN AWARDS FOR, AND CONTESTANT 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 CONTESTANT AND THE SPONSOR IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION), THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF CALIFORNIA.

**12. WINNER'S LIST:** For a list of winner(s), please send a request by U.S. mail to Regency Centers, Attn: Marketing, One Independent Drive, Suite 114, Jacksonville, Florida 32202 on or after December 15, 2017.