

ONE PRIZE PROMOTION
THE SUMMIT AT FRITZ FARM PUNCH CARD SWEEPSTAKES

A. PROMOTION ADVERTISING COPY:

The Summit at Fritz Farm is conducting *The Summit at Fritz Farm Punch Card Sweepstakes* promotion in which it will be giving away The Summit Experience Package to one winner. This is how the promotion works: The Summit at Fritz Farm will provide The Summit at Fritz Farm Punch Card to all visiting guests between August 1-August 31, 2020. To receive a punch, simply make a qualifying purchase of any amount from one of the participating restaurants or retailers. To be eligible to win The Summit Experience Package, receive 5 or more punches on Punch Card or drop a 3x5 index card with your name, email and phone number into the designated drop box located outside of the Guest Services office (located in the breezeway between Kendra Scott and Vineyard Vines.) We will draw the winning name at 9:00 AM Eastern Standard Time on Tuesday, September 1, 2020. Participants completing 10 punches on the punch card will automatically receive a Summit embossed Yeti cup, \$5 Whiskey Bear token, and be entered to win the grand prize.

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER, WIN, OR RECEIVE THE PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. For official rules, eligibility, and a list of prizes, visit www.thesummitatfritzfarm.com/punch-card-program. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

B. INFORMATION TO BE INCLUDED ON PUNCH CARDS:

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER, WIN, OR RECEIVE THE PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. Open to legal residents of the 50 United States and D.C. By participating in the Sweepstakes, each entrant agrees to be bound by and comply with the official rules. For official rules, visit www.thesummitatfritzfarm.com/punch-card-program

C. SWEEPSTAKES OFFICIAL RULES:

OFFICIAL RULES FOR
THE SUMMIT AT FRITZ FARM PUNCH CARD SWEEPSTAKES:

The Summit at Fritz Farm
120 Summit at Fritz Farm #155, Lexington, KY 40517

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER, WIN OR RECEIVE A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1) **INTRODUCTION:** The Summit at Fritz Farm Punch Card sweepstakes ("Sweepstakes") is offered and sponsored by Fritz Farm Retail Company LLC ("Sponsor"). The Sweepstakes is governed by these official rules ("Official Rules"). By participating in the Sweepstakes, each entrant unconditionally agrees to be bound by and comply with these Official Rules (including all eligibility requirements) and the decisions of Sponsor, which shall be final and binding in all respects. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void where prohibited by law. This giveaway is a sales promotion for The Summit at Fritz Farm, 120 Summit at Fritz Farm #155, Lexington, KY 40517.
- 2) **PROMOTION PERIOD:** The Sweepstakes begins at 11:00 AM Eastern Standard Time on Saturday, August 1, 2020, and ends at 8:00 PM Eastern Standard Time on Monday, August 31, 2020 (the "Promotion Period"). Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.
- 3) **ELIGIBILITY:**
 - A) The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Valid entries must contain all information required as described below. Void where prohibited by law. Sweepstakes is subject to all local, state, and federal laws and regulations. By entering this Sweepstakes, all entrants agree to comply with and be bound by these Official Rules and to comply with all federal, state, and local laws and regulations.
 - B) Sponsor and its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising, and promotion agencies (collectively, the "Promotion Entities"), and each of their respective members, officers, directors, and employees, members of their immediate family, and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize. The term "immediate family" includes spouses, siblings, step-siblings, parents, step-parents, children, step-children, grandparents, and grandchildren, whether as "in-laws," or by current or past

marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4) **METHODS OF ENTRY:**

A) Pick up a free punch card located outside of the Guest Services office (located in the breezeway between Kendra Scott and Vineyard Vines) (“Punch Card Location”). Fill out the punch card with the name (as it appears on the entrant’s driver’s license or state issued identification card), phone number (including area code), and email address of the entrant. To get a punch, make a purchase of any non-alcoholic item at one of the participating restaurants or retailers. After receiving between five and ten punches on the punch card, drop the punch card into the drop box located at the Punch Card Location.
OR

B) **Alternative Method of Entry:** Fill out a three inch by five inch index card with the name (as it appears on the entrant’s driver’s license or state issued identification card), phone number (including area code), and email address of the entrant and drop the index card into the drop box located at the Punch Card Location.

5) **TERM:** Limit one (1) Sweepstakes entry per person/address/email address regardless of method of entry. Entry must be made by the entrant. Any attempt by an entrant to obtain more than one entry by using multiple or different addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant's entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth in these Official Rules. All entries must be submitted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes. Except where prohibited by law, by participating in this promotion each entrant grants Sponsor permission to use his or her name, likeness or comments for publicity purposes without payment of additional consideration.

6) **SWEEPSTAKES PRIZE:** One (1) winner will receive The Summit Experience Package which includes (1) \$50 Blaze Pizza Gift Card, (1) \$50 Blue Sushi Gift Card, (1) \$50 Corelife Eatery Gift Card, (1) \$50 Grimaldi’s Gift Card, (1) \$100 Honeywood Gift Card, (1) \$100 J. Alexander’s Gift Card, (1) \$100 Shake Shack Gift Card, (1) \$50 Starbucks Gift Card, (1) \$50 Steel City Pops Gift Card, (1) \$100 Texas de Brazil Gift Card, (1) \$50 Whiskey Bear Gift Card, (1) \$50 World of Beer Gift Card, (1) \$50 Whole Foods Gift Card, and (2) Summit Yeti Cups valued at \$50 (the “The Summit Experience Package”). The odds of winning depend on the number of valid entries received. One (1) prize will be awarded during the Promotion Period. Prize cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The awarding of the prize package does not obligate the winner. No costs, fees or other monetary obligation must be satisfied before the entrant/winner is entitled to receive or use the prize package. The approximate verifiable retail price or value of the prize represents Sponsor's good faith determination, which is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated approximate retail value or price, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or

performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Prize will only be awarded by pick up from the The Summit at Fritz Farm Guest Services office. By accepting a prize, the participant consents to the use of participant's name, likeness and/or biographical information for advertising, trade and promotional purposes on behalf of The Summit at Fritz Farm in any and all media and without further compensation or permission, except in any jurisdiction where prohibited by law. All federal, state or local taxes, fees, or surcharges associated with the receipt or use of any prize are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

- 7) **CUP PRIZE:** All entrants who complete ten (10) punches on the punch card will automatically receive a Summit logo'd Yeti cup and \$5 Whisky Bear token.
- 8) **WINNER SELECTION:** The Sweepstakes winner will be selected in a random drawing at 9:00 AM Eastern Standard Time on Tuesday, September 1, 2020 among all complete, qualified, and eligible entries received during the Promotion Period. The winner need not be present to win. The random drawing will be conducted by Sponsor or its designated representatives, whose decisions are final. Potential winners will be contacted by e-mail or by phone at the e-mail address or phone number provided on the punch card or index card. Potential winners will be disqualified and forfeit the prize in the event of non-compliance with the applicable requirements of these Official Rules. In the event a potential winner is disqualified, an alternate winner will be selected from the remaining entries. Entrants waive the right to assert, as a cost of winning the prize, any and all costs of redemption or travel to redeem the prize. The odds of winning depend on the number of valid entries received.
- 9) **CLAIMING PRIZE:**
 - A) Potential winners will be notified by telephone, mail, and/or email within three (3) business days after the Sweepstakes drawing and will be given three (3) business days to confirm receipt of notification and ten (10) business days to claim their prize. Potential winners who fail to claim their prize within ten (10) business days from the date of being notified, irrespective of the date of confirmation of receipt of notification, shall forfeit their prize.
 - B) Prizes will be available for pick up at The Summit at Fritz Farm Guest Services office beginning at 11:00 AM on Tuesday, September 1, 2020. Potential winners shall provide their driver's license or state-issued identification card in order to confirm the potential winners identify and compliance with the eligibility requirements of these Official Rules prior to receiving their prize. Additionally, Sponsor reserves the right to require that potential winners of The Summit at Fritz Farm logo'd Yeti cup and Whiskey Bear token provide proof of qualifying purchases prior to receipt of the cup and token.
 - C) Sponsor or The Summit at Fritz Farm (collectively, "Sweepstakes Entities") is not responsible for any change of email address, mailing address, and/or telephone number of entrants. If a winner cannot be contacted from the information provided or fails to claim their prize in accordance with these Official Rules, the Sponsor reserves the right to select another potential winner at its sole discretion. The Sweepstakes Entities are not liable if email is not responded to within the time allowed or prize notification letter is lost in the mail or returned as undeliverable when delivery is attempted by regular mail.

- D) If, for any reason, more bona fide winners come forward seeking to claim the prize in excess of the number of prizes set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised prize may be selected in a random drawing from among all persons making purportedly valid claims for the prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
- 10) **PUBLICITY:** By entering, except where prohibited, where allowed by law, all winner(s) grant the Promotion Entities exclusive permission to use their names, city and state of residence, biographical information, characters, photographs, voices, videotape, likenesses, and/or statements in connection with promotion of this and other sweepstakes in any and all media now known or hereinafter invented, worldwide, without territorial or time limitations and waive any claims to compensation, notice, royalty, right, or remuneration for such use. By participating in the Sweepstakes, where allowed by law, entrants agree that the Promotion Entities may use such information obtained from entrants in this Sweepstakes for marketing purposes, and may include the names of winner in a publicly available winners list.
- 11) **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12) **DISCLAIMERS:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or any other person's computer related to or resulting from participating downloading materials in the Sweepstakes.
- 13) **RELEASE:** By participating in the Sweepstakes, each entrant completely and fully releases and agrees to indemnify and hold harmless Sponsor, and their respective affiliates, members, shareholders, officers, directors, agents, employees, attorneys, successors and assigns (collectively, the "Released Parties") from any and all liability, claim, demand, action, or cause of action of every kind, direct, indirect and consequential, legal, equitable and otherwise, known and unknown, conditional and unconditional against any one, or more, or all, of the

Released Parties arising out of, in connection with or relating to this Sweepstakes or the entrant's participation in this Sweepstakes, or resulting from the entrant's possession, use or misuse of any prize.

14) DISPUTES:

- A) Except where prohibited or otherwise outlined in these Official Rules, entrant agrees that:
 - (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Kentucky State Court; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, 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.
- B) All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Kentucky.

15) COPIES OF RULES; NAMES OF WINNER: A copy of these Official Rules is available at www.thesummitatfritzfarm.com/punch-card-program and the management office of The Summit at Fritz Farm, 120 Summit at Fritz Farm #155, Lexington, KY 40517. The name of the winner will be available upon request at no charge at the management office of The Summit at Fritz Farm, 120 Summit at Fritz Farm #155, Lexington, KY 40517, within ten (10) days from the date of the Sweepstakes drawing or by mail at no charge within such period by writing to The Summit at Fritz Farm, Attention: The Summit at Fritz Farm Sweepstakes.

16) SPONSOR AND ADMINISTRATOR: Fritz Farm Retail Company LLC, 120 Summit at Fritz Farm #155, Lexington, KY 40517

17) FACEBOOK AND INSTAGRAM DISCLAIMER: This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants are providing their information to the Sponsor and not to Facebook or Instagram. You understand that you are providing your information to The Summit at Fritz Farm, the owner of the Instagram page and not to Instagram or Facebook

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