



## California Contest Rules and Restrictions Virtual tour The Charlie Orange County and Win!

1. **ELIGIBILITY:** The *Virtual Tour The Charlie Orange County and Win!* Contest (“Contest”) is open only to persons at least eighteen (18) years of age who are legal residents of the State of California, resident aliens residing in California, or students temporarily in the U.S.A. on a valid visa to attend a school in California (“Participant”). Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Oktagon Santa Ana, LLC or The Line SA Investors, LLC (individually or collectively “Owner”), Alliance Communities, Inc. (“Property Manager”) or its and their related companies, and each of its and their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws, rules, and regulations. Void outside of California and where prohibited or restricted by law. By participating, entrants agree to be bound by these Contest Rules and the decisions of the Owner, which are binding and final on matters relating to the Contest.

2. **PRIZE AND APPROXIMATE RETAIL VALUE:** The prize is One Thousand United States Dollars and Zero Cents (\$1,000.00; “Prize”). All Prize details, including but not limited to concession valuation based upon the floor plan, are determined by Owner in its sole discretion and subject to availability. Owner reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. No more than one (1) Prize will be awarded.

3. **Prize Requirements: Prize winner must be an eligible individual as described in Section 1.** Prize winner must take receipt of the Prize, at his or her own expense, at the location specified by Owner, or the Prize may, at Owner’s sole discretion, be forfeited. **If the Prize is not claimed for any reason by the winner within seven (7) days, the Prize shall be forfeited and no further consideration shall be provided unless expressly agreed in writing by Owner. Prize winner is responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes), and all other costs incurred in claiming or using the Prize.**

4. The contest begins on February 1, 2020 and ends on May 31 2020 (hereinafter referred to as “Contest Period.”) Owner may, at its sole discretion, designate Property Manager to handle Contest related responsibilities.

5. Owner’s designated agent will randomly draw the winner on June 1, 2020 (hereinafter referred to as “Drawing Date”). Entrant does not need to be present to win. Winner will be responsible for any additional charges and other costs associated with the prize components

6. No groups, clubs, or organizations may participate in this Contest, reproduce, or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to Owner upon request. All entry forms, application and lease agreement information must be complete, accurate and approved. Owner will not award a prize to anyone not meeting eligibility requirements at the time of the drawing. Owner reserves the right to disqualify any entrant if these Contest rules are not followed. Upon Owner learning information that indicated any violation of these rule, the individual(s) will automatically



be disqualified. By entering, you agree to comply with all applicable law and these Contest rules, and you agree to abide all decisions the Owner.

7. **Entries.** Participants may enter the Contest and secure entries in the following manner:
- a. Current The Charlie Orange County residents: one entry for each referral of a friend who participates in a virtual tour at The Charlie Orange County (resident must be identified as the referral source at the time of the virtual tour).
  - b. Non-residents of The Charlie Orange County : one entry for participating in a virtual tour at The Charlie Orange County and completing a guest card.

An entry will not be obtained for any friend who has previously virtual toured or has been referred by another resident. Additional virtual tours of The Charlie Orange County will not earn additional entries in the Contest. Incomplete entries are void.

8. **Military Exemption to Residency Requirement:** Active-duty members of the United States Armed Forces who are stationed or based in California do not need to be a legal resident of California, however they must be based in California under their military orders with the expectation that they will remain stationed/based in California for at least twelve (12) months after the Drawing Date.

9. Contest dates will not be extended. Prize will not be refundable or redeemable for cash or credit at any time. Prize may not be sold, assigned, or transferred to a third party. No substitutions are allowed. If winner does not wish to accept the Prize, it may not be transferred or redeemed at a later time.

10. Winner will be notified by the Owner on how, when and where to receive the prize. Owner is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. If Owner is unable, after making a reasonable effort, to contact a winner, that winner will be disqualified and another name will be drawn from all the prize drawing qualified entries. If a current resident is drawn as the winner and at the time of the drawing does not have a zero balance, then another name will be drawn from all the prize drawing qualified entries.

11. All charges, fees, and costs not specifically included in the applicable prize descriptions are the responsibility of the respective Prize Winner and additional leaseholder(s) if applicable. Owner, reserves the right to substitute prizes of equal or greater value. Odds of winning depend on the number of eligible entries received.

12. Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Contest Rules, and by entering, participants agree to be bound to these Contest Rules. Any security breach or other attempt by an entrant or other party to tamper with the proper administration of the Contest will disqualify the entrant, may result in civil or criminal action against the entrant or other party, and may result in the discontinuation, suspension, or cancellation of the Contest. Winner and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify Owner, Property Manager, and other sponsors, their affiliates, subsidiaries, owners (including, but not limited to former and future owners), property management company (including, but not limited to former and future management companies), employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Contest (collectively the “Contest Entities”), from any and all tax liability that may be imposed or associated with receipt or use of the prize, and from and against any and



all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses (including personal injury or death) sustained in connection with the receipt, ownership, or use of the prize or while traveling to, preparing for, or participating in any Contest-related or prize-related activity. By entering the Contest or by winning, participants grant to Contest Entities, and other sponsors, the right to publicize the participant's name, photograph, image, likeness, voice, statements, and biographical information for advertising, trade, and promotion purposes without compensation and without opportunity for review, except where prohibited by law. Winner must execute an affidavit of eligibility and liability and publicity release. Owner shall retain the discretion to make all decisions regarding the Contest and interpretation of the Contest Rules. All such decisions made by the Owner are final and discretionary. In the event the selected winner(s) of the prize are/is ineligible or refuse(s) the prize or in the event the prize is forfeited for any other reason, the prize will be forfeited and revert back to the Owner. The laws of the State of California shall govern this Contest, without regard to California's choice of law rules. The courts of California shall be the exclusive forum for any dispute relating to these Rules and/or this Contest. All participants and winner agree, by their participation in the Contest, to submit to the personal jurisdiction of the courts of California. For prizes valued at \$599.00 or greater, winner must provide his or her Social Security Number for tax purposes. Prizes may be considered income, and any and all taxes associated with prizes are responsibility of winner. Participants may opt out of any communications from and request that Contest Entities delete their personally-identifying information at the closure of this contest by contacting the Contest Entities at [thecharlie@allresco.com](mailto:thecharlie@allresco.com) and submitting a written request for said deletion.

13. Disclaimer and Force Majeure. The Contest Entities are not responsible for: (1) problems associated with television transmission, radio transmission, cable transmission, satellite transmission, phone lines, facsimile, or cable lines and/or phone or IP numbers that are beyond their control this includes, but is not limited to: a busy signal, operator interference, cellular interference, Internet congestion, technical or atmospheric conditions that disrupt the completion of a phone call, facsimile transmission, email transmission, or cable modem service, or other Internet interruptions or malfunctions or for technical difficulties which may prohibit, prevent, or interfere with the transmission of television or radio signals to all or limited geographic areas during the playing of the Contest or that may prohibit, prevent, or interfere with the submission of an entry form; delays due to streaming or HD radio signal, failures of or other problems relating to computer hardware, software, the Internet, or similar systems, including but not limited to difficulties relating to contestants' ISP, DSL, or cable modem access, "worms," or viruses; (2) typographical errors in any materials relating to the Contest; (3) lost, misdirected, illegible, incomplete, or delayed entry forms; (4) cancellations, postponements, or delays; (5) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of the Contest Entities making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules. The Contest Entities make no warranty, guarantee, or representation of any kind concerning any prize, and Contest Entities specifically **DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.**

14. In an effort to better serve our current and prospective residents, Owner, and Property Manager may use email to communicate and provide information on various items of importance regarding our communities. We will not however, send unsolicited "junk" email. We will also not sell to or share information with any other entities, excluding the confirmation email from IDEA1. By entering this contest and providing an email address, participant confirms that Owner, Property Manager and affiliates have permission to use the provided email for the purposes stated above. At any time, participant can request to have the address removed from the Owner's and Property Manager's email lists.