

STARWOOD RETAIL PARTNERS

THE CHALLENGE: BATTLE OF THE POP-UP

OFFICIAL CONTEST RULES AND REGULATIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ONLY LEGAL RESIDENTS OF 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING RESIDENTS OF PUERTO RICO AND US TERRITORIES AND POSSESSIONS), WHO ARE AT LEAST 18 YEARS OF AGE, HAVE A VALID E-MAIL ACCOUNT, AND ARE OTHERWISE QUALIFIED TO ENTER UNDER THESE OFFICIAL RULES AT THE TIME OF ENTRY ARE ELIGIBLE TO PARTICIPATE. VOID WHERE PROHIBITED BY LAW AND THESE OFFICIAL RULES.

PLEASE REVIEW THESE OFFICIAL RULES CAREFULLY. DO NOT REGISTER OR PARTICIPATE IN THIS CONTEST IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED. PARTICIPATION IN THIS CONTEST IS SUBJECT TO THE CONTEST DETAILS AND TERMS AND CONDITIONS OF THESE OFFICIAL RULES.

IMPORTANT NOTICE:

In the event the Contest is entered via the Internet or a mobile device, Internet usage charges and/or message and data charges may apply. Void where prohibited and subject to all applicable laws and regulations. Consent is not required to buy goods and services. Click [here](#) to review our full Privacy Policy and [here](#) to review our full Mobile Terms & Conditions. All questions regarding this Contest should be directed to thechallenge@starwoodretail.com.

1. Contest Sponsor & Administrator:

THE CHALLENGE: BATTLE OF THE POP-UP (the "Contest") is sponsored by Starwood Retail Partners, LLC, with its principal place of business located at 1 East Wacker, Suite 3600, Chicago, IL 60601 ("Sponsor"). The following twenty two (22) mall properties, listed in alphabetical order by state, are participating entities in the Contest (collectively, the "Participating Locations"):

#	State	Mall Name	Address
1	CA	Northridge Mall	796 Northridge Mall, Salinas, CA 93906
2	CA	Parkway Plaza	415 Parkway Pl., El Cajon, CA 92020
3	CA	Plaza West Covina	112 Plaza Dr., West Covina, CA 91790
4	CA	Solano Town Center	1350 Travis Blvd, Fairfield, CA 94533
5	FL	The Mall at Wellington Green	10300 W. Forest Hill Blvd, Wellington, FL 33414
6	IL	Arboretum of South Barrington	100 W. Higgins Road, S. Barrington, IL 60010
7	IL	Chicago Ridge Mall	444 Chicago Ridge Mall, Chicago Ridge, IL 60415
8	IL	Louis Joliet Mall	3340 Mall Loop Dr., Joliet, IL 60431
9	IL	Promenade Bolingbrook	631 E. Boughton Rd, Bolingbrook, IL 60440
10	IN	Southlake Mall	2109 Southlake Mall, Merrillville, IN 46410
11	MI	Fairlane Town Center	18900 Michigan Ave., Dearborn, MI 48126
12	MT	Rimrock Mall	300 S. 24th St. W., Billings, MT 59102
13	NC	Northlake Mall	6801 Northlake Mall Dr., Charlotte, NC 28216

14	OH	Belden Village Mall	4230 Belden Village Mall Cir. NW, Canton, OH 44718
15	OH	Great Northern Mall	4954 Great Northern Mall, N. Olmsted, OH 44070
16	OH	Franklin Park Mall	5001 Monroe St., Toledo, OH 43623
17	OH	SouthPark Mall	500 SouthPark Center, Strongsville, OH 44136
18	TX	The Shops at Willow Bend	6121 W. Park Blvd, Plano, TX 75093
19	VA	MacArthur Center	300 Monticello Ave., Norfolk, VA 23510
20	VA	Stony Point Fashion Park	9200 Stony Point Parkway, Richmond VA 23235
21	WA	Capital Mall	625 Black Lake Blvd, Olympia, WA 98502
22	WA	Kitsap Mall	10315 Silverdale Way NW, Silverdale, WA 98383

The Contest is in no way sponsored by, endorsed by, administered by, or associated with any third party social media site. You understand that you are providing information to Sponsor and Participating Locations only. Any questions or communications should be directed to Sponsor and not to any other party, including any social media site or any of the Participating Locations. **The Contest is void where prohibited or restricted by law.** By entering the Contest, each entrant accepts and agrees to be bound by these official Contest rules (these "Official Rules").

2. Eligibility:

This Contest is open to legal residents of the fifty (50) United States and the District of Columbia, (excluding residents of Puerto Rico and US territories and possessions), except where prohibited or restricted by law. Entries submitted in geographic areas in which the entry is not permissible will be disqualified. To be eligible, an entrant must be at least 18 years of age at the time of entry and have a valid e-mail account prior to the commencement of the Contest Period. **No one under the age of 18 is eligible to participate in this Contest. Any Individual, commercial enterprise, or other business entity that has been a tenant of any Starwood Retail Partners, LLC retail location at any time after June 1, 2016, or selected as a Prize Winner in any "Battle of the Pop-Up" contest sponsored by the Sponsor at any time after June 1, 2016, is not eligible to participate.** Officers, directors, and employees of Sponsor and its affiliates, subsidiaries, judging agents and promotion partners are not eligible to participate in the Contest. For purposes of clarity, the immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of Sponsor's officers, directors, employees, affiliates, subsidiaries, judging agents and promotion partners are eligible to participate in the Contest so long as the relationship is disclosed to Sponsor at the time of entry.

3. Contest Period:

The Contest commences at 12:01 am Central Time ("CT") on Friday, June 1, 2018 and ends at 11:59 pm CT on Friday, July 20, 2018 ("Contest Period"). All entries must be received prior to the close of the Contest Period. Sponsor's computer is the official time keeping device for this Contest. The Contest consists of one selection date, which will occur on or about Friday, August 10, 2018 ("Selection Date").

4. How to Enter:

No purchase is necessary to enter the Contest or claim the Prize, and a purchase will not increase your chances of winning. Within the Contest Period, entrants must complete and submit

an application along with all corresponding application materials as requested (collectively, the “[Entry Materials](#)”) through one of the following three entry methods:

- (1) **Online:** submit the completed Entry Materials [here](#).
- (2) **Email:** Download a PDF copy of the application form [here](#) and email the completed Entry Materials to thechallenge@starwoodretail.com ; or
- (3) **In-Person:** Obtain and submit the Entry Materials in-person by visiting the Participating Locations (as provided in Section 1).

All Entry Materials must be received prior to expiration of the Contest Period.

5. Entry Material Submission Guidelines:

If Entry Materials do not contain all necessary information as described in these Official Rules, entrant will be disqualified. Please be certain to follow all directions and complete Entry Materials completely.

Contest entry is limited to one submission of Entry Materials, per Contest Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to enter more than one time per Contest Period by using multiple/different accounts, identities or any other methods, will void all of that entrant’s Entry Materials and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified.

In the event of a dispute as to any registration or entry, the authorized account holder of the email address or mobile phone number provided in connection with the Entry Materials, will be deemed to be the entrant. The “authorized account holder” of an email address is the natural person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The “authorized account holder” of a mobile phone number is the natural person in whose name the mobile phone number has been issued by the applicable wireless carrier. Potential Prize Winners may be required to show proof of being an authorized account holder.

Sponsor reserves the right to reject any entries that do not comply with these Official Rules. **By entering, you indicate your unconditional agreement to, and acceptance of these Official Rules, Sponsor’s Privacy Policy [here](#), and Sponsor’s decisions, which are final and binding. You cannot win the Prize unless you comply with all requirements in these Official Rules.**

All Entry Materials must be in the English language. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents is prohibited and will void all Entry Materials made by, or associated with, the applicable entrant. By submitting Entry Materials in connection with the Contest, you hereby agree that Sponsor may contact you via email or text message regarding your submission. Potential Prize Winners may be required to show proof of identification.

All Entry Materials submitted in connection with the Contest must be the property and original work of the entrant only. All photographs submitted as Entry Materials must be the property and

original work of the entrant only, and entrant must have full permission and authority to submit such photographs as Entry Materials.

All Entry Materials must be under no restriction, contractual or otherwise, that will prevent Sponsor's use, as described above, of the Entry Materials, and all Entry Materials must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Entry Materials infringes on any copyrights, confidential information, trade secrets, trademarks or any other intellectual property rights belonging to any other person or entity, or violates any person's rights of privacy or publicity, and that all necessary releases and permissions have been secured.

6. Entry Material Restrictions:

Entry Materials must not contain material that:

- Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Contains any commercial/corporate advertising other than that of entrant (including but not limited to any third party corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- Contains any inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous content;
- References persons or organizations without their written permission;
- Includes threats to any person, place, business, or group; or
- Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any entrant to comply with the above "Entry Material Submission Guidelines" and "Entry Material Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entry Materials that, in Sponsor's sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity or does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. **All Entry Materials shall become the exclusive property of Sponsor and will not be returned.** Entry Materials must be suitable for presentation in a public forum, in sole determination of judges and/or Sponsor.

7. Sponsor's Use of Entry Materials:

By submitting any Entry Materials in connection with the Contest, you hereby assign to Sponsor, for zero compensation, all intellectual property and other rights in all of your Entry Materials, which rights include, without limitation, the Sponsor's unrestricted right to use, publish, edit, modify, translate, reproduce, distribute and make available to the public worldwide in all print and electronic media (now or hereafter existing) without time limitation in any manner Sponsor deems appropriate, and the right to include your name and likeness in connection with the foregoing uses. Sponsor may contact you via email or phone regarding your submission.

Entrant agrees and understands that Entry Materials may be made available to the public, including without limitation, on the Internet. Accordingly, Sponsor does not guarantee any confidentiality with respect to any Entry Materials.

8. Winner Determination, Judging, License Requirements, and Verification:

On the Selection Date, one (1) or more potential Prize Winners for each Participating Location will be selected by Sponsor from among all eligible Entry Materials received during the Contest Period (collectively, the “Prize Winners”). All eligible submissions will be reviewed by a panel of qualified judges chosen by the Sponsor’s specialty leasing manager or regional specialty leasing manager, as needed, in their sole and absolute discretion. The panel will be composed of no less than three, but no more than seven, judges comprised of any team member of such Participating Location. The judges will assess all qualified Entry Materials individually by assigning a score of one (1) – ten (10) per Judging Category, as defined below, with a score of 50 being a perfect score. Each Judging Category is weighted equally. A description of each Judging Category is as follows:

Judging Category	Factors Assessed
Business Strategy	The clarity, effectiveness, and likelihood of the business achieving its commercial goals and improving and sustaining its position in the industry.
Creative or unique business concept	The entrepreneurial, insightful, or otherwise novel aspects of the business.
Fit for the applicable Participating Location selected	How effectively the business will make use of, engage in, participate, or otherwise operate in the Participating Location, taking into account all economic and commercial realities of the Participating Location.
Projected profitability or successfulness	The overall expected return from the business at full operational capacity.
Adherence to submission guidelines, writing skill, and overall appeal	How clearly entrant articulates the above concepts and adheres to the guidelines provided in these Official Rules and Entry Materials.

Subject to each entrant’s compliance with these Official Rules, the entrant receiving the highest aggregate score, as determined by tallying together each judges’ individual scores for all Judging Categories, will be deemed a potential Prize Winner for the applicable Participating Location. In the event a Participating Location offers two or more Prizes in its sole and absolute discretion, the second highest scoring submission will be deemed a potential Prize Winner and so forth as necessary. In the event a tie-breaker is needed, the entrant receiving the highest score for the Business Strategy Category, as determined by tallying together the judges’ individual scores for the Business Strategy Category, will be deemed the potential Prize Winner. The potential Prize Winners will be notified by email, phone, or other contact information specified in their Entry Materials by on Wednesday, August 22, 2018.

An entrant is not a Prize Winner unless and until that entrant’s eligibility has been verified by Sponsor, and entrant has been notified that verification is complete. Upon verification, Prize Winners will be announced by Sponsor via various social media platforms as well as press releases. In the event that a potential Prize Winner is determined to be ineligible, the Prize will be forfeited and

Sponsor reserves the right to select an alternate potential Prize Winner from among all remaining eligible Entry Materials.

Sponsor reserves the right to terminate or modify this Contest at any time for any reason. Sponsor also reserves the right to cancel, suspend or modify this Contest in whole or by Participating Location in the event an insufficient number of entries are received, an insufficient number of entries meet the minimum judging criteria, or as a result of any fraud, technical failures, human error or any other factors that impair the integrity or proper functioning of the Contest, as determined by Sponsor in its 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 Contest, or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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 reserves the right to control the timing of any public announcements related to the Contest. By entering this Contest, entrant agrees not to publicly announce his/her status as a potential Prize Winner or verified Prize Winner until such time as Sponsor gives express approval to do so. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. Prizes:

The verified Prize Winners shall be awarded one (1) of the following grand prize packages (the "Prize") per Participating Location (as provided in Section 1), at the Participating Location's sole and absolute discretion, for a period of no more than six (6) months beginning on Thursday, November 1, 2018 and ending on Tuesday, April 30, 2019 (the "Lease Period"):

- **Package 1.** (i) One (1) retail merchandising unit with all standard (base) rent charges fully paid for during the Lease Period, valued at fifteen thousand dollars (\$15,000); (ii) Marketing-related services to include, (a) signage, worth up to two thousand, five hundred dollars (\$2,500), (b) visual merchandising, worth up to one thousand dollars (\$1,000), and (c) fixturing, worth up to one thousand, five hundred dollars (\$1,500), total retail value for all marketing-related services not to exceed five thousand dollars (\$5,000). **Approximate retail value for Prize package 1 is twenty thousand dollars (\$20,000).**
- **Package 2.** (i) One (1) inline retail space with all standard (base) rent charges fully paid for during the Lease Period, valued at eighteen thousand dollars (\$18,000); (ii) Marketing-related services to include, (a) signage, worth up to three thousand dollars (\$3,000), (b) visual merchandising, worth up to one thousand dollars (\$1,000), and (c) fixturing, worth up to three thousand dollars (\$3,000), total retail value for all marketing-related services not to exceed seven thousand dollars (\$7,000). **Approximate retail value for Prize package 2 is twenty five thousand dollars (\$25,000).**

For Participating Locations offering more than one Prize, each Participating Location will make the determination, in its sole and absolute discretion, which Prize package will be awarded to a particular Prize Winner out of the Prize packages provided above. No more than two (2) Prizes shall be awarded per Participating Location. Odds of winning a Prize depend on the number of eligible entries received during the Contest Period. All potential Prize Winners will be given seven

(7) days to confirm their acceptance of the Prize. Each potential Prize Winner will be required to complete, sign and return an affidavit of eligibility, compliance, liability release, publicity release, (if not prohibited by law), waiver, media questionnaire, and any other necessary documents, including required tax documents, (collectively, "Eligibility Documents") in order to claim the Prize. If a potential Prize Winner cannot be contacted or fails to provide any requested Eligibility Documents within the required time period, the potential Prize Winner forfeits the Prize. In addition, all Prize Winners:

- **MUST PROVIDE PROOF OF A VALID STANDARD BUSINESS LICENSE, OBTAINED AT PRIZE WINNER'S SOLE EXPENSE, PRIOR TO NOVEMBER 1, 2018, AND SUCH STANDARD BUSINESS LICENSE MUST BE MAINTAINED IN GOOD STANDING FOR THE DURATION OF THE LEASE PERIOD, IN ORDER TO RECEIVE THEIR PRIZE.**
- **MUST EXECUTE A WRITTEN COMMITMENT PRIOR TO AUGUST 22, 2018, GUARANTEEING THEIR COMMITMENT TO OPERATE THEIR RETAIL MERCHANDISING UNIT OR INLINE RETAIL SPACE FOR THE ENTIRETY OF THE LEASE PERIOD, IN ORDER TO RECEIVE THEIR PRIZE.**
- **SHALL BE SOLELY RESPONSIBLE FOR OBTAINING, AT THEIR SOLE EXPENSE, ALL APPLICABLE INSURANCE AND A POINT OF SALE PAYMENT SYSTEM FOR THEIR RETAIL MERCHANDISING UNIT OR INLINE RETAIL SPACE, PURSUANT TO SPONSOR'S REQUIREMENTS FOR ITS STANDARD LEASES. More information about Sponsor's insurance requirements can be found at: <https://starwoodretail.com/specialty-leasing>.**

The Prize may not be exchanged for cash or any other consideration, and is not transferable. Sponsor reserves the right to substitute a prize of equal or comparable value if the Prize cannot be awarded as stated. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor will not be responsible for any loss, liability or damage arising out of the Prize Winners' acceptance or use of a Prize. Each Prize Winner will be solely responsible for any and all local, state, and federal taxes incurred by participation in the Contest and receipt and/or use of the Prize.

By entering this Contest, and except to the extent prohibited by law, you acknowledge and agree that, if you are selected as a Prize Winner, you grant (and agree to confirm such grant in writing promptly upon request) the Sponsor the right to publicize, broadcast, and otherwise use, in any media whether now known or hereafter discovered, your name, photograph, likeness, voice, image, statements, home city and state, biographical information, the fact that you participated in and won this Contest, and all related information at any time or times for advertising, trade, publicity, and promotional purposes worldwide and on the Internet, without your review, notification, or approval, or additional compensation to you of any kind. Sponsor is not obligated to attribute submissions to any entrant.

10. RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

BY ENTERING THE CONTEST, YOU AGREE TO DISCHARGE AND RELEASE SPONSOR, PARTICIPATING LOCATIONS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES AND AFFILIATES (THE "RELEASED PARTIES"), FROM AND AGAINST ANY CLAIMS, DEMANDS, COSTS, LIABILITIES, DAMAGES, LOSSES, CAUSES OF ACTION, OR INJURY RELATING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM YOUR PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OF ANY PRIZE, INCLUDING, BUT NOT LIMITED TO: (A) UNAUTHORIZED HUMAN

INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (B) TECHNICAL OR HUMAN ERRORS WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; (C) LATE OR UNDELIVERED MAIL OR EMAIL; (D) TECHNICAL ERRORS OF ANY KIND, INCLUDING BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN CELLULAR NETWORKS, PHONE LINES, OR NETWORK HARDWARE OR SOFTWARE; (E) INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST; OR (F) INJURY OR DAMAGE TO PERSONS OR PROPERTY RELATED TO PARTICIPATION IN THE CONTEST OR RECEIPT OR MISUSE OF ANY PRIZE. YOU WAIVE THE RIGHT TO CLAIM ANY ATTORNEYS FEES AND ANY DAMAGES WHATSOEVER AGAINST THE RELEASED PARTIES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES. IF FOR ANY REASON YOUR ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, YOUR SOLE REMEDY IS ANOTHER ENTRY IN THE CONTEST, IF IT IS POSSIBLE.

BY ENTERING THE CONTEST, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSOR, PARTICIPATING LOCATIONS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES AND AFFILIATES (THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY CLAIMS, DEMANDS, COSTS, LIABILITIES, DAMAGES, LOSSES, CAUSES OF ACTION, OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM (A) YOUR PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OF ANY PRIZE, AND (B) YOUR BREACH OF THESE OFFICIAL RULES OR YOUR REPRESENTATIONS AND WARRANTIES IN THESE OFFICIAL RULES.

11. NO WARRANTIES:

NEITHER SPONSOR NOR ANY PARTICIPATING LOCATION MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. ALL MATERIALS AND INFORMATION PROVIDED BY SPONSOR AND PARTICIPATING LOCATIONS AND EVERYTHING ON SPONSOR'S WEBSITE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. FURTHER, SPONSOR MAKES NO REPRESENTATIONS THAT THE MATERIALS RELATING TO THE CONTEST ARE APPROPRIATE OR AVAILABLE FOR USE AT ALL PARTICIPATING LOCATIONS AT ALL TIMES. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ACCESSING THE CONTEST WEBSITE AND ENTERING THE CONTEST IS LEGAL AND NOT PROHIBITED BY THESE OFFICIAL RULES OR THE LAWS OF THE JURISDICTION IN WHICH YOU ARE A CITIZEN. Neither Sponsor nor any Participating Location is liable for any malfunctions or failures of any telephone network or lines, computer internet system, servers or providers, computer equipment, software, failure of any social media site or social media account, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or uploading any Entry Materials relating to this Contest, or other technical difficulties or failures or other errors of any kind.

12. Privacy:

Any information you submit as part of the Contest is subject to and will be used in accordance with Sponsor's Privacy Policy, located at starwoodretail.com/privacy.

13. No Recourse to Judicial or Other Procedures/Severability:

TO THE EXTENT PERMITTED BY LAW, THE RIGHTS TO LITIGATE, TO SEEK INJUNCTIVE RELIEF OR TO MAKE ANY OTHER RECOURSE TO JUDICIAL OR ANY OTHER PROCEDURE IN CASE OF DISPUTES OR CLAIMS RESULTING FROM OR IN CONNECTION WITH THIS CONTEST ARE HEREBY EXCLUDED, AND ANY ENTRANT EXPRESSLY WAIVES ANY AND ALL SUCH RIGHTS. IN THE EVENT THAT A COURT OF

COMPETENT JURISDICTION FINDS THE FOREGOING WAIVER UNENFORCEABLE, ENTRANTS HEREBY AGREE TO THE DISPUTE RESOLUTION PROCEDURES SET FORTH BELOW.

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 Contest, or any claim or dispute that has arisen or may arise between or among entrant and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules. The place of any arbitration shall be Chicago, Illinois.

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's waiver of any provision(s) of these Official Rules must be in writing, and a waiver in one instance or provision shall not be considered a waiver of any other instance or provision.

14. Dispute Resolution:

All claims and disputes of any nature, whether at law or equity, in any way related to or arising out of the Contest, these Official Rules, or the Mobile Terms and Conditions, will be resolved in accordance with the provisions set forth in this Dispute Resolution section. This Dispute Resolution section applies to all claims and disputes whenever arising, including those arising prior to an entrant's acceptance of these Official Rules.

Written notices of claims or disputes ("Demand") shall be sent to the Sponsor at the following address (the "Notice Address"): thechallenge@starwoodretail.com. If the claim or dispute contained in the Demand is not resolved to entrant's satisfaction within ten (10) business days after Sponsor's receipt, the entrant shall file a Demand for Arbitration with the American Arbitration Association (the "Arbitrator"). For any such filing of a demand for arbitration, entrant must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute with Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

Entrant will not file, nor participate in, a class action or collective action against Sponsor or any Participating Location. Entrant agrees that he or she will not join his or her claims to those of any other person. Under no circumstances does Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

15. Request for Name of Prize Winner(s) and Official Rules:

For the name of the Prize Winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to Starwood Retail Partners, LLC, ATTN: Marketing, 1 East Wacker, Suite 3600, Chicago, IL 60601, or by email to thechallenge@starwoodretail.com. All requests for a copy of the Official Rules and the name of the Prize Winners must be made by January 1, 2019. If sending a request by mail, please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Prize Winner."