



Sweepstake Rules and Restrictions

The Zeller

1. Void where prohibited or restricted by law. All federal, state, and local regulations apply. Sweepstake begins on October 15, 2018 and ends January 31, 2019 (hereinafter referred to as “Sweepstake Period”). Winner will receive a Cancun trip for two (2) in the form of \$3,500 cash (“Trip”). Trip is valued at a maximum of \$3,500. Watt Investment Partners, the Owner of The Zeller (“Owner”) Owner may, at its sole discretion, designate Alliance Southwest, LLC (“Property Manager”) to handle Sweepstake related responsibilities. Winner must have a fully executed lease agreement with The Zeller and move in between October 15, 2018 and January 31, 2019, refer a new tenant per the terms stated herein between October 15, 2018 and January 31, 2019, or attends designated event on December 19th, 2018 during the Sweepstake. A staff member from The Zeller will randomly draw the winner on February 5th, 2019. Current residents must have a zero balance for rent and any additional charges, if applicable, at the time of the drawing, to be eligible to win. Entrant does not need to be present to win.

2. Sweepstake is offered only to legal U.S. residents age 18 or over. The prize is non-transferable by winner(s). Employees of the Owner, Alliance South West, Inc., and other sponsors, their parent, subsidiary, and affiliated companies, and their advertising or promotional agencies and the immediate families or members of the same households of such individuals are not eligible. The term “immediate family members” include spouses, grandparents, parents, siblings, children and grandchildren. No groups, clubs, or organizations may participate in this Sweepstake, reproduce, or distribute any portion of these rules to their members. Proof of age, identity, and eligibility must be furnished to the Owner upon request. 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 Sweepstake 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 Sweepstake rules, and you agree to abide all decisions of the Owner.

3. Eligible entries for persons who currently do not reside at The Zeller will earn tickets as follows: a limit of one (1) ticket per lease holder will be issued to persons who fully execute a lease agreement and move into The Zeller between October 15, 2018 to January 31, 2019 or (ii) attends designated event on December 19th, 2018 during the Sweepstake Period. Eligible entries for current residents of The Zeller will earn tickets as follows: (i) one (1) tickets will be issued to any current resident of The Zeller who refers a friend that moves in between October 15, 2018 to January 31, 2019 with a fully executed lease agreement or (ii) attends designated event on December 19th, 2018 during the Sweepstake Period.

4. Incomplete entries are void. Winner will be notified by phone, email, or mail by an official representative from the Owner. Winner will be responsible for any additional charges and other costs associated with the prize components.

5. Sweepstake dates will not be extended. Prize will not be refundable or redeemable for credit at any time, nor will items (prize) be replaced if lost or stolen. No substitutions are allowed.



6. 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.
7. All charges, fees, and costs not specifically included in the applicable prize descriptions are the responsibility of the respective prize winner. Owner, reserves the right to substitute prizes of equal or greater value. Odds of winning depend on the number of eligible entries received.
8. To claim the prize, winner must provide a valid State issued driver's license or state identification card. Prize not claimed within 1 week of notification will be forfeited.
9. Participants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Sweepstake Rules, and by entering, participants agree to be bound to these Sweepstake Rules. Any security breach or other attempt by an entrant or other party to tamper with the proper administration of the Sweepstake 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 Sweepstake. Winner and entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify The Zeller, 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 Sweepstake (collectively the "Sweepstake 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 Sweepstake-related or prize-related activity. By entering the Sweepstake or by winning, participants grant to Sweepstake 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 Sweepstake and interpretation of the Official 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 Utah shall govern this Sweepstake, without regard to Utah's choice of law rules. The courts of Utah shall be the exclusive forum for any dispute relating to these Rules and/or this Sweepstake. All participants and winner agree, by their participation in the Sweepstake, to submit to the personal jurisdiction of the courts of Utah. For prizes valued at \$599 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.
10. Disclaimer and Force Majeure. The Sweepstake 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 Sweepstake 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 sweepstake' ISP, DSL, or cable modem access, "worms," or viruses; (2) typographical errors in any materials relating to the sweepstake; (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 Sweepstake Entities making it inadvisable, illegal, impossible, or impractical to continue the Sweepstake or to perform under these Rules. The Sweepstake Entities make no warranty, guarantee, or representation of any kind concerning any prize, and the Sweepstake Entities specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.

11. 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. By entering this sweepstake 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.