

**Brickell City Centre Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

ELIGIBILITY: The Brickell City Centre Sweepstakes (the "**Sweepstakes**") is open to legal residents of the United States who are 21 years of age or older. Employees, officers or directors of either Swire Properties, Brickell City Centre, Saks Fifth Avenue, or The Henry (collectively, "**Sponsor**"), or any of their parents, subsidiaries, affiliates, or any advertising or promotion agencies involved in this Sweepstakes (collectively, the "**Sweepstakes Entities**"), as well as the immediate family and household members of each such person, are not eligible to participate. Void where prohibited.

SWEEPSTAKES PERIOD: The Sweepstakes begins on 9/6/23 1PM Eastern Time ("ET"), and ends on 10/14/23 at 11:59:59 p.m. ET (the "**Sweepstakes Period**").

HOW TO ENTER: During the Sweepstakes Period, like the post about the Sweepstakes on Sponsor's Facebook/Instagram page ("Sweepstakes Post"), comment on the Sweepstakes Post what you would shop for at Saks Fifth Avenue and order at The Henry as well as tagging one person who you would bring on the shopping spree and to eat. Additionally, follow @brickellcitycentre on Instagram. Taking these actions require having an Instagram account, which is free. Limit one (1) entry per person/account. Any attempt to enter more than one (1) time via multiple names, email addresses, Instagram accounts, or any other means, may result in disqualification from this and any other promotional offerings from Sponsor.

Each Post must be unique. Limit one (1) entry per person/ account, regardless of number of Sweepstakes Posts. Use of any macro, bot, script or other automated means to submit entries is prohibited. Proof of submission is not proof of receipt. Sponsor's database computer is the official time-keeping device for the Sweepstakes. Entries will not be acknowledged or returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the social media account used to post the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address or other similar account associated with the relevant Instagram account.

WINNER SELECTION AND NOTIFICATION: Potential winner will be notified using the contact information associated with the social media account used to enter on or about 10/15/23. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification within 7 days may result in disqualification and selection of an alternate winner. Each winner may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (where legal) ("**Prize Claim Documents**"). If a potential winner fails to comply with Sponsor's requests for Prize Claim Documents, is found to be ineligible, or cannot or does not comply with these Official Rules, they may be disqualified and prize may be awarded to an alternate winner.

PRIZES: One (1) Prize is available: a \$1000 Saks Fifth Avenue gift card and a \$250 The Henry gift card. Restaurant restrictions may apply. Approximate Retail Value (ARV): \$1,250.

Prize is non-transferable, and no cash alternative or prize substitution will be allowed, except in Sponsor's discretion. A substitute of comparable or greater value may be awarded if the prize listed becomes unavailable for any reason. Winner is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize. Gift cards are subject to issuer's standard terms. Any images depicted in any advertisements for the Sweepstakes are for illustration only. Saks Fifth Avenue

and The Henry gift cards for prize components are trademarks of their respective manufacturers, none of which is a sponsor of or affiliated in any way with this Sweepstakes.

Odds of Winning. Odds of winning depend on the number of eligible entries.

ADDITIONAL RULES: Entry materials/data that have been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to entrant's or any other person's mobile device related to or resulting from participating in the Sweepstakes. Entry constitutes consent to the use of prize winner's name, voice, picture, and/or likeness, in any and all media without restriction of any kind whatsoever, without compensation for promotion purposes to the extent allowed by law.

By participating, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the judges, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Sweepstakes if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

RELEASE OF LIABILITY: By participating, you release Sponsor and Facebook/Instagram, and each of their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Sweepstakes from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly provided in these Official Rules. By participating, you agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Rules and all disputes shall be governed by the internal laws of the state of Florida, without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in the state of Florida, and you expressly consent to the jurisdiction of said courts and waive any objection thereto. ***For New Jersey Residents: Nothing herein prohibits recovery of damages or attorneys' fees where required by statute.***

DATA: Any information you submit is subject to Sponsor's privacy policy located at <https://www.brickellcitycentre.com/legal#accessibility-link>.

WINNER LIST: For the name of the winners, available approximately two weeks after the end of the Sweepstakes Period, send a self-addressed stamped envelope to Brickell City Centre Retail, LLC, Attention: Sweepstakes, 98 SW 7th Street, Suite 500, Miami, Florida 33131.

SPONSOR: Brickell City Centre Retail, LLC, Attention: Sweepstakes, 98 SW 7th Street, Suite 500, Miami, Florida 33131

FACEBOOK/INSTAGRAM: By participating, you release Facebook/Instagram and each of their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook/Instagram.