

THE SOUND **PASSPORT CONTEST RULES**

Any individual who enters, attempts to enter, or in any way participates or attempts to participate in The Sound Passport Contest (the “Contest”) (each such individual is hereinafter referred to as a “Participant”) conducted by Billingsley Property Services II, Inc., d/b/a The Sound (“The Sound”) agrees to be bound by the terms and conditions provided in these Passport Contest Rules (“Rules”), and by The Sound’s interpretations of these Rules, which are final and binding in all matters relating to the Contest.

1. APPLICABLE LAW (VOID WHERE PROHIBITED):

The Contest is subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

2. CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

The Sound reserves the right to cancel, terminate, modify, or suspend the Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs,” tampering, hacking, unauthorized intervention, fraud, or technical failures of any kind, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. The decision of The Sound to cancel, terminate, modify, or suspend the Contest shall be final in all respects.

3. HOW TO ENTER:

In order to enter the Contest, the Participant may request a “Passport” from the following participating restaurants located at The Sound at Cypress Waters: Ascension Coffee, Eno’s Pizza Tavern, Flying Saucer, Landon Winery, Flying Fish, or Rodeo Goat (collectively the “Restaurants”). Participant may also receive a “Passport” at various events hosted at The Sound, or by using this link and directly printing the Passport: [\[REDACTED\]](#). Participant must receive a stamp from each of the Restaurants on the Passport. Participants may request a stamp from the [\[REDACTED\]](#) participating restaurant’s hostess or wait staff. After receiving a stamp from each Restaurant on the Passport, Participant must next successfully upload the image of his/her stamped Passport online to enter the Contest by using this link: thesoundtx.com/passport. The electronic mail account holder will be deemed the Participant for any electronic mail entries. Only one Contest entry is permitted per Participant. Participants must accurately complete all required fields or the entry will be deemed incomplete and will not qualify.

Alternative Method of Entry: Participant may also enter the Contest by mailing a 3" x 5" card, with his/her legal name, mailing address, city, state, zip code, telephone number (including area code), Email Address, and date of birth in a #10 envelope, with proper postage to: The Sound Passport Contest, 1722 Routh Street, Suite 770, Dallas, TX 75201.

Entries must be postmarked and received by the expiration of the Entry Period (defined below) in order to be eligible for the prize drawing. All non-winning alternate entries will roll over from month to month. **LIMIT ONE (1) ENTRY PER PERSON PER** the Contest. Mail-in envelopes larger than a #10 envelope, and incomplete, illegible, inaccurate or postage-due entries will be

automatically disqualified. All alternate entries become the property of Sponsor and will not be returned.

Entry Period: The contest will begin on  and end on October 31, 2019, at 11:50 pm CST (the “Entry Period”). Entries received after the Entry Period will not be accepted.

Disclaimer of Responsibility for Entries: The Sound is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, stolen, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of The Sound.

Multiple Entries: Multiple entries by the same Participant are not permitted.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the sole discretion of The Sound, provide false, fraudulent, or deceptive entries, or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and may be subject to criminal prosecution

4. PRIZES:

The Contest shall have a total of eight (8) winners (each a “Winner”). One (1) first place Winner shall be awarded a \$500 Visa gift card to use at Restaurants participating in the Contest and other retail stores located at The Sound. One (1) second place Winner will receive a \$300 Visa gift card to use at restaurant participating in the Contest. Six (6) runner up Winners will receive a \$50 gift card to use at a participating restaurant in the Contest. Any and all prize-related expenses, including without limitation, any and all federal, state, and /or local taxes, shall be the sole responsibility of the Winner. No transfer, assignment, or substitution of a prize is permitted, except The Sound reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

5. NO PURCHASE NECESSARY:

NO PURCHASE IS NECESSARY TO ENTER THE CONTEST OR WIN A PRIZE. A PURCHASE WILL ALSO NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPANTS MUST HAVE VALID EMAIL ADDRESS. STANDARD MESSAGE, DATA, AND INTERNET ACCESS RATES MAY APPLY TO ENTER THE CONTEST.

6. ELIGIBILITY:

Geographical and Age Requirements: The Contest is only open to legal residents of the state of Texas, who are at least 18 years of age or older at the time of entry.

Contest Entity, Employee, and Immediate Family Member Disqualification: The officers, directors, employees, contractors, and agents of The Sound, and any entity involved in the sponsorship (including but not limited to the participating restaurants in this Contest), development, production, implementation and distribution of the Contest as well as their

respective parents, affiliates, divisions, subsidiaries and successor companies (the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage, remarriage, adoption, co-habitation, or other familial extension.

Past Prize Winners: Participants may only win the Contest once every twelve (12) months.

7. PARTICIPATION PROBLEM DISCLAIMER:

The Sound and the Contest Entities are not responsible for any problems that affect or result from, Participant’s entry or attempted entry in the Contest. This includes, but is not limited to, the following problems:

- a. Human errors;
- b. Incorrect, incomplete, or inaccurate entry information;
- c. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
- d. Identity theft;
- e. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
- f. Network hackers or other unauthorized access to The Sound’s computer network;
- g. Data that is processed late or incorrectly, or is incomplete, or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
- h. Printing errors;
- i. Equipment malfunctions; and
- j. Late, misdirected, lost, stolen, misplaced, illegible, or mutilated postage-due entries.

8. RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering the Contest, all Participants agree to RELEASE, DISCHARGE AND COVENANT NOT TO SUE The Sound, the other Contest Entities (as described above), Facebook, and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “Released Parties”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, or loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

Additionally, as consideration for entering the Contest, all Participants agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

9. ODDS OF WINNING:

Winners of the Contest will be selected in a random drawing at the end of the Entry Period. The odds of winning the Contest and/or prize will depend upon the number of Contest Participants.

10. TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

11. HOW TO CLAIM PRIZE:

Winners will be notified on or before November 8, 2019, via the email address they originally provided in their entry. After a Winner has received notification that they have won the Contest, the Winner must provide their legal name, address, and phone number. The Winner must pick up their prize at The Sound's business office located in The Neighborhood at The Sound Leasing Center at 3333 Bleecker Street, Dallas, TX, 75019. The prize may be picked up any time between the hours of 9:00 a.m.-5:00 p.m. (Central Standard Time) Monday-Friday, excluding holidays. From time to time, in its sole discretion, The Sound may agree to mail or email the prize to the Winner. In the event that a prize is mailed or emailed to the winner, the Winner will initially be sent any required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days may lead to forfeiture of the prize. In the event the prize is mailed to the Winner, the Winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, Winners are required to provide (1) a valid government-issued photo identification depicting proof of age and verifying the Winner's identity, and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes only. The Sound reserves the right to deny awarding the prize if the Winner fails to provide satisfactory identification, as determined in The Sound's sole discretion.

Winners may be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9, and a Publicity Release before any prize is awarded. By entering the Contest,

Participant agrees to execute these documents if selected as a Winner in order to receive their prize. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Unless otherwise stated, Winners shall have two (2) weeks days from the date of selection to claim and pick up their prize. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize. The Sound reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

12. **PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to The Sound and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest in publications and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose The Sound and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation in a video.

13. **DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of the Rules will result in disqualification and all privileges as a Participant will be immediately terminated. The Sound, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SOUND RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

14. **RULES CHANGES AND INTERPRETATIONS:**

The Sound reserves the right in its sole discretion to supplement or make changes to these Rules as well any time without notice. The Sound reserves the right in its sole discretion to interpret the Rules, and such interpretation shall be binding upon all participants.

15. GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of Texas and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of the Contest.

16. GENERAL RULES/LIST OF WINNERS:

Copies of these Rules may be obtained by sending a self-addressed stamped envelope to The Sound, Passport Contest Rules, 1722 Routh Street, Suite 770, Dallas, TX 75201. These Rules may also be found at www.thesoundtx.com. For a list of the Contest winners send a self-addressed, stamped envelope to: The Sound Passport Contest's Winners List, 1722 Routh Street, Suite 770, Dallas, TX 75201.

17. FACEBOOK:

The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook.

18. PRIVACY POLICY:

All Participants acknowledge that if they are chosen as a Winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. By participating in this Contest, Participant hereby agrees to Sponsor's collection and usage of Participant's personal information to (1) contact Participant by mobile phone, e-mail, or regular mail for the administration of this Contest or to allow Sponsor or its select parties to contact Participant for promotional purposes, (2) better understand its email subscribers and help Sponsor tailor its communications to Participant and other email subscribers, and (3) combine it with other information from and about Participant. Participant acknowledges that he/she has read and accepted Sponsor's privacy policy at <https://thesoundtx.com/privacy-policy/> prior to entering into the Contest. Sponsor will not use or disclose your personal information for any other purpose other than what is stated in these Rules and Sponsor's privacy statement without Participant's consent. If during the registration or entry process of this Contest, Participant has elected to receive (opt-in) communications from Sponsor about future promotions, Participant may choose to opt-out of such communications at any time upon notice to Sponsor.

19. SPONSOR AND ADMINISTRATOR:

The Contest is sponsored and administered by Billingsley Property Services II, Inc., 1722 Routh Street, Suite 770, Dallas, TX 75201.