

# BOOTH CREEK RESORT SKI LIFT PROMOTION – \$158 VALUE

## Westfield Galleria at Roseville

### Official Rules

#### Promotion begins on November 13, 2008

1. **How to Participate:** Beginning November 13, 2008, and continuing as long as supplies last, any single consumer purchasing at least **FIVE HUNDRED DOLLARS** (\$500) of merchandise on a single day from one or more merchants located at **WESTFIELD GALLERIA AT ROSEVILLE** (the “*Galleria*,” and Galleria merchants hereafter referred to as “*Retailers*”) shall be entitled will receive one pair of ski lift tickets that are redeemable at **BOOTH CREEK RESORTS**, either at (i) Northstar at Tahoe or (ii) Sierra at the Tahoe Snowsports Resort (“*Lift Tickets*”). Limit of one pair of lift tickets per person.

ONLY ONE (1) PAIR OF LIFT TICKETS PER PERSON, AGE 18 OR OLDER.

2. **Eligibility.** This **BOOTH CREEK RESORT SKI LIFT PROMOTION** (“*Promotion*”) is open to persons aged eighteen (18) years or older on the on date of their Retailers’ purchases, and who are legal residents of, and reside and are physically located, in the State of California. Such qualified consumers (“*Consumers*”) must purchase from Retailers, on a single day during the promotion period, merchandise with an aggregate retail value of at least **FIVE HUNDRED AND NO/100 DOLLARS** (\$500.00) (the “*Base Value*”). Purchases from merchant outlets that are located outside of the Galleria, even though from the same, or similar, retail chain as Retailers, do not qualify for this promotion. Employees of **THE WESTFIELD GROUP** (“*Sponsor*”) and/or any of its affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, of **BOOTH CREEK RESORTS** or Retailers or vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of this Promotion and each of their respective officers, directors and employees (collectively hereafter referred to as the “*Patrons*”), as well as the members of the Patron’s immediate families (spouses, parents, children, siblings and their spouses), regardless of where they live, and those living in the same household, are ineligible to enter or participate in this Promotion or receive Lift Tickets. This Promotion is subject to all federal, state and local laws and regulations. Void anywhere outside the State of California or where prohibited, taxed or restricted by law.

3. **Copies of Rules.** Copies of these Official Rules may be obtained at the Sponsor’s Home Page (<http://www.westfield.com/galleriaatroseville>) (the “*Website*”), or by request at the Galleria’s Concierge Desk, 1107 Galleria Boulevard, Roseville, CA 95678, or by calling 916-787-2000 and requesting a copy of the rules.

4. **Lift Tickets Redemption.** In order to redeem the Lift Tickets, each participating Consumer must (i) present for

verification his/her Retailers’ receipts, reflecting purchases totaling, at a minimum, the Base Value, (hereafter referred to as “*Purchase Proofs*”) at the Galleria’s Concierge Desk, and (ii) sign, and deliver to Sponsor, Sponsor’s release form. Upon Sponsor’s confirmation of the Consumer’s Purchase Proofs and receipt of the Consumer’s signed release, the Consumer will receive her/his Lift Tickets. Each Lift Ticket has a face value of **SEVENTY-NINE AND NO/100 U.S. DOLLARS** (\$79.00), so the total value of the pair of Lift Tickets is **ONE HUNDRED FIFTY-EIGHT AND NO/100 U.S. DOLLARS** (\$158.00). Sponsor reserves the right to substitute in lieu of Lift Tickets an award of equal or greater value than the Lift Tickets. The Lift Tickets may *not* be assigned, transferred, changed, exchanged for merchandise, substituted or redeemed for cash.

5. **Promotion Restrictions.** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the Lift Tickets not specifically stated herein are the sole responsibility of the Consumer. **THE CONSUMER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THESE LIFT TICKETS.** Patrons will not replace any lost or stolen Lift Tickets. Sponsor is not responsible for the Consumer’s use of the Lift Tickets after the Lift Tickets have been delivered to the Consumer. **ANY PURCHASE PROOFS OR LIFT TICKETS THAT ARE IMPROPERLY ALTERED SHALL BE VOID. If not used by April 30, 2009, the Lift Tickets shall expire and no longer be valid.** This Promotion shall continue only so long as the supply of Lift Tickets lasts.

6. **General Conditions.** Subject to applicable law, Sponsor reserves the right to change these rules at any time.

6.1. **Errors, Malfunctions, Etc/Fraud/Tampering.** The Patrons are not responsible for any incorrect or inaccurate entry, tabulation information or calculation; human errors; technical malfunctions; failures, including public utility outages; omissions, interruptions, deletions or defects of any telephone network, computer systems, computer equipment, servers, providers, or software, relating to or resulting from participation in this Promotion; theft, tampering, destruction, or unauthorized access to, or alteration of, Purchase Proofs, Lift Tickets; or other data, or data that is processed late or incorrectly or is incomplete or lost due to human error, telephone, computer or electronic malfunction or traffic congestion on telephone lines, or the Internet, or any service provider’s facilities, or any website (including the Website) or for any other reason whatsoever, including typographical, printing or other errors, or any combination thereof. The Patrons also are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or

illegible Purchase Proof submissions; or miscommunications or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. **ANY ATTEMPT BY A CONSUMER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process (*i.e.*, Purchase Proofs) and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. No mechanically reproduced or photocopied Purchase Proofs will be accepted.

**6.2. Official Rules are Final and Binding.** By entering this Promotion, Consumers acknowledge that they have read and understand these Official Rules and agree to be bound by and acknowledge compliance with these Official Rules including, without limitation, eligibility requirements and by the decisions of Sponsor. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES MAY RESULT IN DISQUALIFICATION.** All decisions of Sponsor are final and binding on all matters relating to this Promotion.

**6.3. Disqualification.** Sponsor reserves the right to disqualify any Consumer at any time as determined in Sponsor's sole discretion, at any stage of the Promotion, should such person: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by Sponsor at any time; (d) use technology to gain an unfair advantage over any other Consumer; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other Consumer or Patrons' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Patrons and/or the implementation of the Promotion. *The disqualification of a Consumer shall be final and not subject to appeal or review for any reason whatsoever.*

**6.4. Construction of Official Rules.** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings

of Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Promotion or in the distribution of any of the Lift Tickets.

**6.5. Termination Provisions.** Except as prohibited by law, Sponsor reserves the right to terminate this Promotion in the event of a *force majeure* or other failures or difficulties. If, for any reason, the Promotion is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules. Sponsor reserves the right to suspend or modify this Promotion at any time without notice or obligation. If such modification or suspension occurs, Sponsor will make a commercially reasonable effort to post notice of such on the Website.

**6.6. Arbitration Provision.** By participating in this Promotion, each Consumer agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that it may have with, or claims it may have against, Sponsor or the Patrons arising out of, relating to, or connected in any way with the Promotion, the awarding or redemption of the Lift Tickets or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the National Arbitration Forum ("*Forum*") and conducted before a sole arbitrator pursuant to the Forum's Code of Procedure. Further, each Consumer agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Placer County, State of California, or at such other location as may be mutually agreed by the Consumer and Sponsor/Patron; (c) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Consumer may have entered into in connection with the Promotion; (d) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Consumer's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Consumer, Sponsor or Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Code of Procedure established by

the Forum, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. For more information on the Forum and/or the Forum's Code of Procedure, please visit its website at [www.arb-forum.com](http://www.arb-forum.com) or contact the Forum at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 877-655-7755.

6.7. **Choice of Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of California, without regard to choice of law or conflicts of laws principles under California law.

7. **Releases; Indemnification.** By participating in this Promotion, each Consumer releases Sponsor, as well as the Patrons, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Promotion from and against any and all liability, claims or actions of any kind whatsoever in connection with Promotion's participation, or in the receipt, possession, ownership or use of any Lift Tickets awarded in connection with the Promotion, or while traveling to or from any Promotion event and/or participating in any Lift-Ticket-related activity with respect to or in any way arising from the Promotion and/or acceptance or use of the Lift Tickets, including, without limitation, liability for personal injury, damages or loss.

7.1. **Release of Claims.** Each Consumer acknowledges that there is a possibility that, subsequent to his/her involvement with the Promotion and adherence to the Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Promotion. Such Consumers acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Consumers acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

**“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such Consumers knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been

permitted to participate in the Promotion or compete for or receive Lift Tickets. Such Consumers acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

8. **Publicity Release/Privacy.** By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Consumer in connection with the Promotion, the Consumer irrevocably grants the Patrons and their respective successors, assigns and licensees, the right to use such Consumer's name, likeness and biographical information, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Website or the Promotion or other promotions conducted by Sponsor, and each such Consumer hereby releases Sponsor and Patrons from any liability with respect thereto. Except as otherwise stated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with the privacy policy found on the Website and with the consent given by a Consumer at the time of entry. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. **IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBE HEREIN, DO NOT ENTER THIS PROMOTION.**

9. **Further Documentation.** If Sponsor shall desire to secure additional assignments, certificates or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Promotion, then each Consumer agrees to promptly sign and deliver to Sponsor the same upon Sponsor's request therefor.

10. **Administrator and Sponsor.** The administrator and sponsor of this Promotion is :

Westfield Galleria at Roseville  
1151 Galleria Blvd  
Roseville, CA 95678

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