

**VILLAGE OF CROSS KEYS
SPRING PROMOTION
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. Eligibility

The Village of Cross Keys Spring Promotion (the "Promotion") is sponsored by CVP Cross Keys Holdings, LLC ("Sponsor") and is only open to individuals who are legal residents of one (1) of the fifty (50) United States or the District of Columbia (except Rhode Island) and are at least eighteen (18) years of age or older at the time of entry. Employees, officers, directors and agents of Sponsor, its and their respective parent companies, affiliates, subsidiaries, advertising/promotional agencies, fulfillment companies, as well as retail, service, and restaurant tenants at The Village of Cross Keys and members of their immediate family (defined as spouse, parent, sibling, child and respective spouses regardless of where they reside) and/or persons living in the same household of such individuals (whether related or not), are ineligible to participate in the Promotion. An eligible individual as described herein is referred to as an "Entrant."

2. Promotion Program Period

The Promotion begins at 8am ET on April 10, 2023, and ends at 6pm ET on May 30, 2023 (the "Program Period").

3. How To Enter

A prospective Entrant may enter the Promotion during the Program Period by submitting receipts from purchases made at Qualified Tenants at the Village of Cross Keys during the Program Period. Entrants receive one (1) entry for every \$100 in purchases at Qualified Tenants and two (2) entries for every \$100 spent in purchases at Participating tenants.

Valid receipts must be presented for recording and validation at the Yves Delorme store at The Village of Cross Keys by the end of the Program Period.

Qualified Tenants: Baltimore School of Music, Bowers & Snyder, Ivchankova, Merritt Gallery | Renaissance Fine Arts, My Desserts Diva, Rebecca Myers Collection, SparTea, Talbots and The Store LTD.

Participating Tenants: Chezelle, Easy Like Sunday, Everhart Veterinary Medicine, Numa Aesthetics, Octavia, Pied Piper Kids, Yves Delorme, and Williams Sonoma.

NO PURCHASE NECESSARY. Participants may receive one (1) free entry by emailing info@crosskeysbaltimore.com with "ENTER SPRING" as the Subject.

4. Random Drawing/Winner Notification/Odds of Winning

One (1) entry for the Promotion will be randomly drawn from among all eligible entries received during the Promotion Period to determine the potential winner of Promotion ("Winner"). Entrants need not be present to win. Odds of winning depend on the number of eligible entries received during the Promotion Period. Many will enter, few will win.

The Winner will be notified by phone or e-mail (in Sponsor's sole discretion) using the information provided at the time she/he entered the Promotion. If a potential Winner does not respond to the telephone call or e-mail within five (5) business days after notification, or if an e-mail notification is returned as undeliverable, such Winner may be disqualified and an alternate Winner selected from all remaining eligible entries received for the Promotion. A potential Winner (and his/her parent or legal guardian, if such Winner is a minor) may also be required to sign and return, within five (5) business days, an Affidavit of Eligibility, Release and Indemnification, a Publicity Release (where allowed by law) and a W-9 tax payer request for identification, to be eligible to receive a prize ("Prize Claim Documents"). If the Prize Claim Documents are not returned to Sponsor within specified time period, or a potential Winner cannot be contacted for any reason, or if a potential Winner declines the prize for any reason prior to award, such potential Winner may be disqualified and an alternate Winner selected from all remaining eligible entries received for the Promotion.

By accepting a prize, each Winner hereby grants Sponsor the right (except where prohibited by law) to use the Winner's name, likeness, biographical information, voice, and any statements or remarks made about the Promotion and/or winning or participating in the applicable Promotion for advertising and promotional purposes (in any medium) without additional compensation.

5. Prizes/Approximate Retail Value ("ARV")

The prize for the applicable Promotion, including its ARV is approximately \$5,000. Payment and reporting of income and other taxes (if any), as well as costs not expressly stated but which may be incurred in connection with the acceptance and use of a prize are the sole responsibility of each Winner. Sponsor is not responsible for any costs other than those expressly set out herein. Any prize details not specified herein will be determined by Sponsor in its sole discretion and Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value for any and all prizes. No other substitutions or transfer of prizes allowed unless specifically authorized by Sponsor. Prizes will only be delivered to addresses within the United States. The use of a third party's trademark in connection with any prize is solely to describe the prize and does not suggest any affiliation or sponsorship.

6. General Conditions

All federal, state, and local laws and regulations apply.

By participating in the Promotion, each Entrant, on behalf of himself/herself, and his/her executors and heirs, agrees (a) to be bound and abide by these Official Rules and by all decisions of Sponsor, whose decisions are final and binding and not open to appeal; (b) to release, indemnify, defend and hold harmless Sponsor and each of its and their parents, subsidiaries, affiliates, members, shareholders, agents, representatives, employees, suppliers, agencies, successors, assigns, licensors, advertising or promotional agencies, prize suppliers and/or any prize-sponsoring agency (collectively, "Released Parties"), from any and all liability whatsoever in connection with or related to the Promotion Program, including, without limitation, from any and all causes of action, liabilities, suits, claims (including but not limited to, third party claims that may be made against Entrant, and claims arising out of or relating to acceptance, receipt, possession or use/misuse of any prize, or any publicity or other public exposure of Entrant, including without limitation, claims concerning infringement or invasion of Entrant's privacy or publicity rights, or defamation, or acts undertaken in preparation for, or participation in, the Promotion Program), cross-claims or counterclaims, costs, injuries, losses or damages or demands of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES; (c) that he/she has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties; (d) to assume all risks, express or implied, associated with all Claims released above, including without limitation, all risks concerning entry into and participation in the Promotion Program; and (e) that NONE OF THE RELEASED PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THE PROMOTION PROGRAM OR A PRIZE, AND ALL PRIZES ARE TENDERED ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY PROMOTION PROGRAM MATERIALS OR ANY PRIZE.

Winners may be asked to consent to a background check to be eligible to receive the prize. If a potential Winner refuses to provide such consent, such Potential Winner may be disqualified. Sponsor shall also have the right to disqualify any entrant who commits or has committed any act, or is involved in or has been involved in any situation or occurrence, which in Sponsor's sole discretion, brings Sponsor into public scandal or ridicule, shocks or offends the community, detracts from the public image of Sponsor, or reflects unfavorably upon Sponsor.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

Neither Sponsor nor its or their agents or representatives is responsible for (a) typographical errors, omitted details or any other errors submitted by any Entrant, or errors in the printing of these Official Rules, the administration or fulfillment of any Promotion or the announcement of prizes; (b) lost, late, illegible, incorrect, incomplete, misdirected, misaddressed, garbled or otherwise mutilated, stolen or delayed entries; (c) errors, omissions, interruptions, deletions, defects, destruction, theft or unauthorized access to, or alteration of entries or other problems (whether due to technical problems, human error or any combination thereof); (d) telephonic, mechanical, electronic, hardware or software program, network, Internet or computer malfunctions, communications line or other failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; or (e) any delay experienced by any Entrant due to (i) variations in the speed with which different mobile devices receive, send and otherwise process digital information or (ii) any other technical reason, whether due to the nature of digital systems or otherwise.

An Entrant's entry will be disqualified, at the sole discretion of Sponsor, if he/she attempts to (a) enter any Promotion through any means other than described in these Official Rules; (b) disrupt any Promotion or the Promotion Program, circumvent the terms and conditions of these Official Rules, or in any way tamper with a component of any Promotion or the Promotions Program. Notwithstanding anything to the contrary contained in these Official Rules, Sponsor further reserves the right, in its sole discretion, to suspend, modify or cancel the Promotion, the Promotion Program in its entirety, or any portion of either, if it cannot be run as originally planned, including by reason of tampering, unauthorized intervention or fraud; infection by computer virus; malicious software attacks, bugs or other problems; or force majeure or other causes beyond the control of Sponsor which impair the integrity or corrupt the administration or security of any Promotion or the Promotion Program. In such event, the Promotion shall be conducted from among all eligible entries received prior to suspension, modification or cancellation, if any, prior to the date on which the event that compromised the affected Promotion and/or the Promotion Program occurred.

Except where prohibited and subject to the releases and other provisions of these Official Rules, each Entrant: (1) agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion Program, or any prize shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Baltimore, Maryland; (2) agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and in no event shall include attorneys' fees associated with participation in the Promotion Program; (3) agrees that no indirect, punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"); and (4) waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO A PARTICULAR ENTRANT(S).

The Promotion Program and these Official Rules are governed by the laws of the State of Maryland, without regard to its conflicts of law rules.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION PROGRAM OR ANY PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

7. Copy of Official Rules/Winners List

To obtain a copy of these Official Rules, email info@crosskeysbaltimore.com during the Program Period.