

**TASTE FOR THE SPACE CONTEST
(Belden Village)**

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. VOID WHERE OTHERWISE PROHIBITED. ACCEPTANCE AND USE OF THE PRIZE WILL REQUIRE WINNER'S EXECUTION OF A COMMERCIAL PROPERTY LEASE.

1. **Contest:** This "Taste For the Space" Contest ("**Contest**") begins at 12:01 AM ET on February 25, 2022 and shall end upon the commencement of the contest event on June 4, 2022 ("**Contest Period**"). From all eligible entries received in connection with the Contest, exactly one (1) winner ("**Prize Winner**") will be determined, as set forth in section 5 below. Participation in the Contest is described, regulated and clarified by, and wholly subject to, the provisions of these official rules (the "**Official Rules**").

2. **Sponsor:** The Contest will be sponsored by [Belden Village Mall].

3. **Eligibility:** The Contest is open only to (a) persons and entities legally residing in the United States or the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. and foreign territories and possessions) (the "**Eligibility Area**"); (b) who, if a person, is eighteen (18) years of age or older or the age of majority in their states of residence if the age of majority is greater than 18) as of the beginning of the Contest Period; and (c) who are culinary professionals or restaurateurs, as such terms are recognized in the restaurant business, as determined by Sponsor in its sole discretion. Directors, officers and employees of Sponsor, and its affiliates, subsidiaries, advertising and promotional agencies, and all other entities or individuals associated with the development, administration, or fulfillment of this Contest, if any (collectively, the "**Contest Entities**"), and the immediate families of such persons (defined as spouse, child, sibling, parent or grandparent or so-called "step" or "half" variations of any of the preceding individuals), and those living in their same households, are ineligible to enter, win or collect prizes in the Contest. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Contest or win a prize ("**Entrant**"). Eligibility also is subject to policies of Entrants' employers concerning the acceptance of incentive benefits, and by participating in this Contest, each individual Entrant warrants that he/she is eligible to participate under his/her employer's policies. The Contest is VOID outside of the Eligibility Area and where otherwise prohibited or restricted.

4. **How to Enter:** To enter the Contest, at any time prior to 11:59 PM ET on April 16, 2022 (the "**Entry Deadline**"), visit www.beldenvillagemall.com/taste4thespace to submit an online application and video submission detailing Entrant's expertise, plans for the culinary business should Entrant win, and why Entrant is the best choice (collectively, the "**Submission**") for the center. Limit one (1) Entry per person, restaurant, restaurant group, or business. Any Entrant who attempts to participate with multiple accounts, under multiple identities or uses any device or artifice to enter multiple times in violation of applicable entry limitations may be disqualified by Sponsor in its sole discretion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant. Each Entrant may be required to indicate his/her acceptance to the Official Rules where indicated; *provided, however*, that any Entrant's participation in the Contest constitutes and is deemed such Entrant's full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and any third-party judges, which are final and binding in all respects. Entrant agrees to waive any right to claim ambiguity in the Contest and/or these Official Rules. All Submissions become the property of Sponsor and will in no event be acknowledged or returned to any Entrant or other person.

5. **How to Win:** From among the Submissions, Sponsor or its designee, in their sole and absolute discretion, will on or before April 23, 2022, select the Entrants that will be eligible to

participate in the tasting event on or about June 4, 2022 and located at 4230 Belden Village St NW, Canton, OH 44718 the “Tasting Event”. Such Submissions will be selected based upon the content of the submitted applications and video submissions. At the Tasting Event, each Entrant will be required to cook one (1) tasting item that will be judged by the Tasting Event attendees (the “Community”). All Entrants are required to provide any necessary cooking supplies, ingredients, staff, utensils and wares. A qualified judging panel of experts selected by Sponsor will select the Winner based on (a) the Community vote, (b) Entrant’s business plan, (c) the overall fit for the center, and (d) Entrant’s scores in the following categories: (i) presentation, (ii) dish creativity, (iii) overall flavor, (iv) public/crowd response, (v) cleanliness of booth, (vi) food served true to temperature, (vii) staff professionalism, (viii) unique concept, and (ix) good fit for center. The Submission with the highest overall score will win. Winner will be notified by phone approximately three (3) weeks following the Tasting Event.

While current events related to the COVID-19 pandemic are known, the future and/or lasting effects of the pandemic are unforeseeable and shall be considered a force majeure event to the extent that performance of Sponsor’s obligations under these Rules and in connection with the Contest are deemed illegal, impossible, commercially impractical, or is otherwise materially and adversely affected, which includes, without limitation, government restrictions or recommendations reduce event capacity, increase event costs or impact event operations.

6. **Prizes:** The Prize Winner(s) will receive (a) a vacant space to operate your business (b) six (6) months free rent subject to the Lease (defined below), and (c) \$50,000 cash expense reimbursement for the purchase of kitchen operational supplies (e.g., kitchen ware, cutlery, general supplies, space improvements, illuminated signage), as well as general restaurant operating equipment (e.g., paper goods, serving plates, point of sale equipment, menu boards, etc.) (collectively, the “Prize”). Approximate retail value of the Prize is \$140,000. The odds of winning the Prize depends on the number eligible entries received. Sponsor, or its designated representative, will attempt to notify the potential Prize Winner of his/her winning status via the address, telephone number(s), and/or e-mail address provided in connection with the potential Prize Winner’s Entry. Before any Prize is awarded, the potential Prize Winner must complete, sign, and return an Affidavit of Eligibility (“Affidavit”) and, where lawful, a Liability/Publicity Release (“Release”) (collectively, “Affidavit and Release”) within seven (7) days after notification. If the Affidavit and Release are not signed and returned prior to the time deadline indicated in the documents, or if a potential Prize Winner does not meet eligibility criteria set forth in these Official Rules, or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted within seven (7), an alternate winner will be determined based on the Contest voting criteria. Upon receipt and verification of the Affidavit and Release and compliance with the Official Rules, Prize Winner will be contacted with further details as to how Prize Winner may redeem the Prize. Prize Winner will also be required to sign and deliver a commercial property lease (the “Lease”) in the form provided by Sponsor. By way of example only, a sample lease is available at _____ for your review. Please note that the terms and conditions of the Lease, which are modeled after the sample, are subject to modification as determined by Sponsor in its sole discretion.

Receipt of the cash reimbursement portion of the Prize is subject to Winner’s compliance with the requirements set forth in the Lease. In the event that Winner vacates the leased space, all items purchased with the investment cash shall remain with Sponsor or its designee.

7. **General Conditions:** If for any reason the Contest is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by Entrants, fraud, or any other causes which, Sponsor in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest. No transfer, assignment, cash redemption or substitution of a Prize is permitted without the written consent of Sponsor. No portion of the Prize has any cash value and no portion of the Prize may be sold, offered

for sale, assigned, transferred, offered for transfer, photocopied, duplicated or exchanged for cash, merchandise or services, in whole or part, without the advance written consent of Sponsor.

8. **General Release and Hold Harmless:** By entering this Contest and/or accepting a Prize, each Entrant and Prize Winner (for himself or herself and his or her heirs) hereby releases, holds harmless, and forever discharges each of the Contest Entities, and all of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the “**Released Entities**”) from any and all liability, loss, harm, damage, cost, or expense (collectively, a “**Loss**”) (i) associated with the Entrant’s participation in this Contest, redemption of any Prize in connection with this Contest, attendance at any events related to this Contest, and/or use or misuse of any Prize, including, but not limited to, all reasonable counsel fees and court costs incurred, property damage, personal injury, and/or death; (ii) related to the production, promotion, or execution of this Contest (or participation therein), or claims based on publicity rights, defamation, or invasion of privacy; and (iii) that may occur in connection with acceptance and/or use of the Prize or while participating in or traveling to any Prize-related activity.

9. **Limitations of Liability:** Except where prohibited, Entrants agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the Prize Winner, shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys’ fees. IN NO EVENT WILL ANY OF THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **Non-Waiver:** The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

11. **Miscellaneous:** By participating in the Contest, each Entrant agrees to be bound by these Official Rules and the decisions or interpretations of Sponsor regarding the Official Rules, which are final and binding in all respects. Non-compliance with these Official Rules shall result in disqualification from the Contest. By participating in the Contest, each Entrant waives any right to claim ambiguity in these Official Rules. In the event of a dispute as to the identity of an Entrant or Prize Winner, the individual who was, at the time of entry, as determined by Sponsor, the documented registered holder of the email account used in connection with entry for the Contest will be deemed the eligible Entrant or Prize Winner, as applicable. It is the sole responsibility of

the Entrant to notify Sponsor during the Contest Period if his/her email address or any other contact information changes.

12. **Publicity:** Except where and as may be prohibited by law, entry to the Contest constitutes the Entrant's express permission for Sponsor and its designees to use the Entrant's name, business name, trademarks, image, likeness, voice, opinions, hometown, state of residence, statement and any other identifying characteristics, including, but not limited to the taking of photographs and/or videos, and the Submission or any portion thereof, in any manner and in any medium, not known or hereafter discovered or devised, worldwide in perpetuity, for purposes of advertising, marketing, trade, promotion and/or publicity, without further notice, review, approval or authorization by Entrant and without payment or consideration to Entrant.

13. **Venue and Applicable Law:** This Contest will be administered in the State of Illinois, and by participating, all applicable Entrants agree that: (a) the laws of the State of Ohio will apply exclusively to the Contest, and (b) any dispute with respect to the Contest will be resolved exclusively in either the federal or state courts located in the State of Ohio.

14. **Disclosure of Winners:** For identity of the winner, see Sponsor's website located at www.beldenvillagemall.com/taste4space/