

## **Rancho Mission Viejo Canyon Coffee Incentive Program**

### **OFFICIAL RULES**

1. **Program Sponsor.** The Rancho Mission Viejo Canyon Coffee Incentive Program (“Program”) is sponsored by RMV PA2 Development, LLC (“Sponsor”).

2. **Program Area.** The Program relates solely to that master planned community located in southern Orange County, California and commonly known as the “Rancho Mission Viejo” (the “Community”).

3. **Authorized Participants.** The Program is open solely to “Prospects” – *i.e.*, individuals who (i) do not own homes located within the Community and (ii) satisfy all other eligibility requirements established in these Official Rules.

4. **Description of Program.** If, during the Program Period, a Prospect:

- visits the web-site operated by Sponsor ([www.ranchomissionviejo.com](http://www.ranchomissionviejo.com)) (the “RMV Web-Site”);
- provides his/her valid e-mail address; and
- accepts and agrees to be bound by these Official Rules and “Sponsor’s Privacy Policy” (<https://www.ranchomissionviejo.com/privacy-policy>);

then, subject to all other Program conditions, requirements and restrictions, the Prospect shall be entitled to receive from Sponsor a Canyon Coffee Gift Certificate (*see* Section 8, below) with a stated value of Fifteen and No/100 Dollars (\$15.00) that may be redeemed by the Prospect at the business address of Canyon Coffee (75 Esencia Drive, Suite B, Ladera Ranch, CA 92694) for products offered and sold by Canyon Coffee.

5. **Program Period.** The period for eligible Prospect participation in the Program begins 12:00:01 a.m. Pacific Standard Time (“PST”) on June 1, 2019 and ends 11:59:59 p.m. PST on August 31, 2019 (“Program Period”).

6. **Eligibility Requirements.** To be eligible to receive a Canyon Coffee Gift Certificate under the Program, the Prospect:

- Must provide a valid and verifiable e-mail address at the time he/she visits Sponsor’s Website (the “Sign-Up Event”);
- Must complete the Sign-Up Event prior to the expiration of the Program Period;
- Must be eighteen (18) years of age or older at the time of the Sign-Up Event; and
- Must not be the owner of a home (or under contract to purchase a home) within the Community at the time of the Sign-Up Event

7. **Ineligible Parties.** Individuals who, as of the commencement of the Program Period, own homes located within the Community are not entitled to participate in the Program. Moreover, individuals who, as of the commencement of the Program Period, are full-time Community residents (*e.g.*, tenants occupying existing homes within the Community under leases or other agreements) may not participate in the Program.

8. Notification to Prospect; Collection of Gift Certificate; Redemption.

a. Notification to Prospect. At the conclusion of the Sign-Up Event, Sponsor and/or its affiliate shall notify the Prospect (via the RMV Website) that (i) the Sign-Up Event is complete and (ii) the Prospect may proceed to collect the Canyon Coffee Gift Certificate (*see* Section 8.b, below). The notification thus provided to Prospect (“Sponsor’s Notice”) shall advise the Prospect regarding where he/she may collect the Canyon Coffee Gift Certificate (the “Distribution Center”).

b. Collection of Gift Certificate. Following the Prospect’s receipt of Sponsor’s Notice, the Prospect shall be entitled to visit the Distribution Center and collect the Canyon Coffee Gift Certificate. Upon visiting the Distribution Center, the Prospect shall provide the Distribution Center with the e-mail address that the Prospect supplied to Sponsor during the Sign-Up Event. Upon the Distribution Center’s (i) verification that the e-mail address supplied by the Prospect matches the e-mail address provided during the Sign-Up Event and (ii) confirmation that all Program conditions and requirements have been satisfied, the Distribution Center shall issue the Canyon Coffee Gift Certificate to the Prospect.

c. Redemption of Gift Certificate. Following the Prospect’s receipt of the Canyon Coffee Gift Certificate, he/she shall be entitled to redeem the certificate by (i) visiting the business address of Canyon Coffee during regular operating hours and (ii) complying with the terms and conditions specified for use of the certificate. The Prospect shall be responsible for redeeming the Canyon Coffee Gift Certificate prior to its stated expiration date. In the event that the Prospect fails to timely redeem the Canyon Coffee Gift Certificate, the certificate shall be deemed automatically null and void and neither Sponsor, its affiliates, the Distribution Center nor Canyon Coffee shall be obligated to extend or replace the expired certificate. In addition, neither Sponsor, its affiliates, the Distribution Center nor Canyon Coffee shall have any obligation or liability to replace a lost or stolen certificate.

d. No Transfers of Award; No Exchanges or Substitutions. Each Canyon Coffee Gift Certificate issued pursuant to the Program shall be deemed personal to the Prospect who receives same, and the certificate may not be transferred, sold or conveyed to any other individual or entity. Moreover, any Prospect who receives a Canyon Coffee Gift Certificate may not (i) redeem or otherwise exchange the certificate for cash or other form of payment or (ii) trade, swap or substitute the certificate for any other product, service, privilege or consideration. Any attempted transfer, sale, conveyance, exchange, trade, swap or substitution of any Canyon Coffee Gift Certificate issued under the Program shall be deemed automatically null and void and shall cause the immediate forfeiture of all privileges awarded to the Prospect under the Program.

9. Other Program Conditions and Restrictions.

a. Consent to Privacy Policy. By completing a Sign-Up Event, each Prospect consents to the terms and conditions of Sponsor’s Privacy Policy and agrees that Sponsor and its affiliates shall be entitled to use all information provided by Prospect in accordance with the provisions of said policy.

b. Only One (1) Canyon Coffee Gift Certificate per Prospect. Only one (1) Canyon Coffee Gift Certificate will be issued to a Prospect following the Prospect’s first successful Sign-Up Event. If a Prospect completes (or attempts to complete) multiple Sign-Up Events using different e-mail addresses, all Sign-Up Events completed (or attempted) after the first Successful Sign-Up Event shall be deemed null and void and no Canyon Coffee Gift Certificates shall be issued in connection with said additional Sign-Up Events (as completed or attempted).

c. Only One (1) Canyon Coffee Gift Certificate per Household. If several Prospects (*i.e.*, more than one) reside at the same physical address, then only one (1) Canyon Coffee Gift Certificate will be issued to the collective Prospects occupying the common address. Specifically, if multiple Prospects reside at the same address and each Prospect complete a Sign-Up Event, then Sponsor shall issue one (1) Canyon Coffee Gift Certificate to the first Prospect at the common address who successfully completed a Sign-Up Event and satisfied all other requirements and obligations attendant to the receipt of the certificate. None of the other Prospects living at the common address shall be entitled to receive (nor shall Sponsor be obligated to issue to said individuals) Canyon Coffee Gift Certificates under the Program.

d. Rescission of Benefits. Sponsor may rescind a Canyon Coffee Gift Certificate (or any other benefit that may be conferred by the Program) at any time if (i) any information provided by the Prospect proves to be false or misleading or (ii) the Prospect violates any of these Official Rules.

10. Publicity. Acceptance of any Canyon Coffee Gift Certificate constitutes permission for Sponsor and its affiliates to use the Prospect's name, photograph, video tape, film or any other likeness, including his/her voice, recorded or live, for purposes of Sponsor's and/or its affiliates' advertising and promotion in any and all forms of media without further compensation, except where prohibited by law. The Prospect receiving the Canyon Coffee Gift Certificate further agrees to hold Sponsor and its affiliates blameless and without liability for such publication, broadcast or use.

11. Conduct of Prospects. The failure by any Prospect to comply with these Official Rules or other instructions of Sponsor may result in the Prospect's disqualification from the Program in Sponsor's sole discretion. Prospects further agree to comply with and be bound by the decisions of Sponsor, which will be final and binding in all respects. Sponsor reserves the right at its sole discretion to disqualify any Prospect it finds to be tampering or attempting to tamper with the Program, acting in violation of these Official Rules, or violating any term, condition, restriction or limitation appearing in (or associated with) any Canyon Coffee Gift Certificate.

12. General Provisions. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), the discrepancy will be resolved in Sponsor's sole discretion. Sponsor is not responsible or liable to any Prospect or any person claiming through a Prospect for failure to supply a Canyon Coffee Gift Certificate by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond Sponsor's sole control. Sponsor may modify and amend these Official Rules as they appear in print or online from time to time during the conduct of the Program for clarification purposes without materially affecting the terms and conditions of the Program. Sponsor is not responsible for any typographical or printing errors in the advertising of the Program, these Official Rules, website pages or other promotional materials.

13. Termination or Changes. Sponsor reserves the right to terminate the Program at any time without notice to the extent permissible by law. Sponsor may modify the Official Rules (including any updates thereto) from time to time, to the extent permissible by law, with or without notice, and continued participation in the Program after such modification shall be deemed to be acceptance of any such

modification. It is each Prospect's responsibility to check the Official Rules that can be found at the RMV Web-Site or available by mail (*see* Section 15, below) regularly to determine whether the Official Rules have been modified. If a Prospect does not agree to any modification of the Official Rules, said individual must immediately cease participation in the Program.

14. Choice of Law; Venue. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Prospects and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for its conflicts of law doctrine, and all proceedings shall take place in Orange County, California.

15. Copy of Official Rules. For a copy of the Official Rules, please send - not later than thirty (30) days following the end of the Program Period - a self-addressed stamped envelope in a separate, first class stamped envelope to:

Rancho Mission Viejo Canyon Coffee Incentive Program  
Official Rules  
c/o RMV Community Development, LLC  
Attn: Marketing Department  
P.O. Box 9  
San Juan Capistrano, CA 92693