

The Boulevard at the Cap Centre blvd! byte\$ Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.

1. Eligibility

The Boulevard at the Cap Centre blvd! byte\$ (“Sweepstakes”) is open only to legal residents of the fifty (50) United States (including District of Columbia) eighteen (18) years of age or older at the time of participation. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of Inland Western or its affiliates, or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law.

2. Sponsor

Inland US Management LLC and (“Sponsor”) | 2901 Butterfield Road, Oak Brook, IL 60523 | (630)645-7247

3. Agreement to Official Rules

Registration and/or participation in the Sweepstakes constitute a participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Persons who have not affirmatively indicated their acceptance of the Official Rules are not eligible to participate or win.

4. Sweepstakes Submission Period

You may submit an entry in the Sweepstakes between 12:00 a.m. CST on October 1, 2011 and 11:59 p.m. CST on December 12, 2012 (the “Sweepstakes Submission Period”). Sponsor is the official time keeper for the Sweepstakes.

5. To Enter

You can enter the Promotion through the official blvd! byte\$ entry form on www.shopcapcentre.com. Registration is free. To register you must provide all required information per the official entry form. Submitting an entry indicates that you agree to the terms of service of the Sweepstakes. After agreeing to terms of service, the application will prompt you to enter your text submission and provide submission details.

All Submissions must meet the requirements set forth below in Section 6 and Section 7. All materials submitted become the property of the Sponsor and will not be returned.

6. Terms of Submission

As conditions of entry into this Sweepstakes, and by uploading a Submission, each Entrant:

-WARRANTS AND REPRESENTS THAT THE ENTRANT OWNS ALL RIGHTS TO THE SUBMISSION HE/SHE IS ENTERING IN THIS SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, THE IMAGE AND THE PERFORMANCE CONTAINED IN EACH SUBMISSION;

-WARRANTS AND REPRESENTS THAT THE ENTRANT IS THE INDIVIDUAL PICTURED IN THE SUBMISSION (IF VISIBLE), OR, ALTERNATIVELY, THAT THE ENTRANT HAS OBTAINED PERMISSION FROM EACH PERSON WHO APPEARS IN THE SUBMISSION TO GRANT THE RIGHTS TO THE SPONSOR DESCRIBED IN THESE RULES, AND CAN MAKE WRITTEN COPIES OF SUCH PERMISSIONS AVAILABLE TO THE SPONSOR UPON REQUEST;

-WARRANTS AND REPRESENTS THAT HIS/HER SUBMISSION(S): (a) ARE ORIGINAL TO THE ENTRANT AND HAVE BEEN LEGALLY OBTAINED AND CREATED, (b) DO NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS

OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS, REGULATIONS, OR NETWORK STANDARDS; Irrevocably grants to Sponsor and their affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's name, address, image, voice, likeness, statements, biographical material and Submission, including, but not limited to, the image or digital picture contained in any of the above items (in each case, as submitted or as edited/modified in any way by the Sponsor, in the Sponsor's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Entrant and arising out of his/her participation in this Sweepstakes (with or without using the Entrant's name) (collectively, the "Additional Materials") in any media throughout the world for any purpose, without limitation, and without additional review, compensation (except if required by law), or approval from the Entrant or any other party.

-Forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude the Sponsor's use of the Entrant's Submission or Additional Materials, or require the Entrant's permission for Sponsor to use them for any purpose, and agrees to never sue or assert any claim against the Sponsor's use of those Materials or under any theory of contract or tort law; and

-Agrees to indemnify and hold the Sponsor and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Promotion Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Promotion Indemnitees due to or arising out of the Entrant's Entry Materials or Additional Materials in this Promotion, or the Entrant's conduct during and in connection with this Promotion, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation.

-Agrees to release, indemnify and hold harmless Sponsor from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes on the rights of Entrant's work as contained in any Submission.

7. SUBMISSION FORMAT AND CONTENT REQUIREMENTS

- Any entries that contain lewd, unlawful, libelous, defamatory, offensive, obscene, pornographic, indecent, vulgar, sexually explicit, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable material will not be approved for posting. The Sponsor is the sole judge regarding whether or not content is acceptable.

Technical Requirements for Submission

If any required fields of the entry form are not fully completed correctly by the entrant, the submission may be used by Inland Western or its affiliates for creative and marketing purposes, but will not be entered into the sweepstakes.

8. Winner Selection, Prize, and Approximate Retail Value ("ARV")

Winner Selection: Any Submission is eligible to win as long as the entry form was filled out completely and correctly. By the end of the Sweepstakes Submission Period, twelve (144) winners total will be randomly selected from all eligible entries. Odds of winning depend on the number of eligible "entries" at the end of the submission period. Winners are subject to verification. All winners will be announced on or about 12th day of each month throughout 2012 on the participating property's facebook pages and consumer website pages as listed above. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Sweepstakes and that all decisions of Sponsor are final and binding. Prize is non-transferable. All taxes on prize are winner's sole responsibility. The winner is responsible for taxes and all other costs and expenses not listed above. One winner per household.

Prize: Free menu items from participating BLVD restaurants (“Prize”) will be rewarded to each of the twelve (12) randomly selected monthly winners – one (1) per winner. ARV: _ Approximate retail value of each Prize: \$75.

9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize in a random drawing of all eligible participants at the time of the impairment. The Sponsor is only responsible for funding the prize set forth above. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive or damaging manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event of a dispute as to any registration, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The “authorized account holder” is the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted email address.

10. Release and Limitations of Liability

Except where prohibited, by registering and/or participating in the Sweepstakes, respondents agree to release and hold harmless the Sponsor, its related companies, and each of their respective officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of preparation for or actual participation in the Sweepstakes or receipt or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes; (f) loss or damage to Submissions; or (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant’s preparation for or participation in the Sweepstakes or receipt or use of the prize. Except where prohibited, participant agrees that: (a) any and all claims, judgments and awards allowed under the Official Rules shall be limited to actual out-of-pocket costs incurred, including costs associated with participation in the Sweepstakes but in no event attorneys’ fees; and (b) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

11. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes, or any prizes awarded, other than those concerning the administration of the sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Illinois State Court; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses , and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the

construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois. Any questions, comments or complaints regarding the promotion will be directed to Inland Western.

12. Results

Entrants may request the name of the winners by sending a self-addressed stamped envelope to Winners List – blvd! Byte\$ Sweepstakes c/o Inland US Management, 2901 Butterfield Road, Oak Brook, Illinois 60523 postmarked by December 12, 2012.

PRIVACY POLICY

1. Introduction

We take your right to privacy seriously and want you to feel comfortable entering our Sweepstakes. This Privacy Policy deals with personally identifiable information (referred to as "Data" below) that may be collected through this promotion. This Policy does not apply to other entities that we do not own or control or persons that are not our employees, agents or within our control.

2. Collection of Data

Our registration process requires only certain information. Please take note that your user name, e-mail address, or other submissions that you make to this Sweepstakes may contain your real name or other personally identifiable information and, as a result, may appear on the Sweepstakes site.

3. Use of Data

We will make efforts so that your Data will not be provided to third parties unless (i) we obtain your consent, such as when you choose to opt-in or opt-out to the sharing of Data; (ii) a service provided on our Sweepstakes site requires the interaction with or is provided by a third party; (iii) pursuant to legal process or law enforcement; (iv) we find that your use of the Sweepstakes violates our this Policy, Terms of Service, other usage guidelines or as deemed reasonably necessary by us to protect our legal rights and/or property; (v) or (vi) the Sweepstakes provider is purchased by a third party whereby that third party will be able to use the Data in the same manner as we can as set forth in this Policy. In the event you choose to use links that appear on our Sweepstakes site to visit other web sites, you are advised to read the privacy policies that appear on those sites.