# <u>School Cents<sup>TM</sup> Program</u> <u>Vintage Faire Mall</u> <u>Program Rules</u>

## **Overview**

School Cents<sup>TM</sup> is a grassroots community program that allows participating schools in the program to earn points from qualified purchases. Under the School Cents<sup>TM</sup> program, school families, staff and other supporters submit receipts from sponsoring businesses to earn points for their school. Extra points are offered for participating in special events, advertising the School Cents<sup>TM</sup> program on campus, and more. Based on the total points, each school receives a share of a fund, based on their final points ranking, as compared with other participating schools. The School Cents<sup>TM</sup> program is sponsored by Macerich Management Company ("Sponsor")

## **Becoming a Participating School**

In order to participate in the School Cents<sup>TM</sup> program, a representative of a school (a "Participating School") must use a link provided by School Cents<sup>TM</sup> or request a link at info@ shoppingpartnership.com and complete the application following the online instructions which includes submitting receipts to earn rewards on behalf of the Participating School. Participating Schools shall meet the following eligibility requirements: (i) a dedicated coordinator to manage the program on the local school level; (ii) the Participating School must be located within 25 miles of a Participating Mall; (iii) the Participating School must be a full time school (not a home school); and (iv) Participating School must be a K-8 public, private and charter full time schools with enrollment of 150 or more students. By enrolling in the School Cents<sup>TM</sup> Program, the Participating School certifies that (a) the person enrolling on behalf of the Participating School it is authorized to enroll the school in the School Cents<sup>TM</sup> Program and (b) the membership and participation in the School Cents<sup>TM</sup> Program does not violate any policies or guidelines of the Participating School Participating Schools that previously participated in School Cents<sup>TM</sup> program in the past years of the School Cents<sup>TM</sup> program and averaged performance in the top tier schools will be accepted. Additional Participating Schools may be chosen to participate in the School Cents<sup>TM</sup> program at the discretion of Sponsor. To cancel an account, the Participating School may contact the School Cents<sup>TM</sup> Program support team. By enrolling in the School Cents<sup>TM</sup> Program, Participating Schools are consenting to receive occasional emails, electronic newsletters or communications regarding the School Cents Program and its participants and from the Participating Mall. By enrolling in the School Cents<sup>TM</sup> Program, the Participating School agrees that Sponsor may use the Participating School's name and logo in its publicity regarding the School Cents<sup>TM</sup> Program, and that no other consent or authorization is required

The School Cents<sup>TM</sup> Program is limited to 10 Participating Schools. Any Participating Schools in excess of 10 will be placed on a waiting list.

Receipts subject to verification of eligibility, including the date of receipt, submission date, store location and purchase amount. Receipts may only be submitted once per purchase transaction.

By providing your email address, you agree to receive email communication from the shopping centers and Shopping Partnership. Information we collect from you will not be shared with any other company.

# <u>Prizes</u>

Based on total points accumulated between October 1, 2023 and March 31, 2024 each school will receive checks, based on the following schedule:

1st Place	\$2,500	2 <sup>nd</sup> Place	\$2,000	3 <sup>rd</sup> Place	\$1,500
4th Place	\$1,000	5 <sup>th</sup> Place	\$750	$6^{th} - 10^{th}$ Place	\$500 each

## **Participating Mall**

Vintage Faire Mall located at 3401 Dale Rd., Modesto, CA 95356

## Submitting Receipts

- Qualifying receipts must be dated and logged between October 1, 2023 and March 31, 2024
- Supporters credit their purchases to a participated school by submitting receipts online at shoppingpartnership.com or http://shopandlog.com.
- Except as provided below, Participating Schools receive at least five (5) points for every dollar spent on all purchases from stores located at the Participating Mall. Points from the Participating Mall may be increased or decreased at the sole discretion of Sponsor.
- Anyone can support a Participating School in the School Cents program.
- Store owners and store employees CANNOT collect receipts from customers for Participating Schools.
- Shoppers CANNOT be solicited for receipts on shopping center property.
- Receipts left behind, on the ground, or in the trash may not be collected by an individual to submit for credit.
- Payment on store credit accounts, credit card statements and photocopies of receipts are not accepted *original receipts only*.
- Violation of the rules may result in lost points, coordinator's dismissal or possible expulsion from the program.
- Participating Schools that submit less than \$250 in receipts submitted by January 31,
  2024 may be eliminated from the School Cents program.

## **School Cents Points Balance**

You can always check your school's School Cents<sup>TM</sup> point balance on the School Cents<sup>TM</sup> website.

## **Selection of Winning Schools**

Each Participating School that fulfills the minimum obligations for the School Cents<sup>TM</sup> program (including the minimum dollar amount of receipts) will receive a donation. The Participating Schools that record the most points will receive increased donations from School Cents<sup>TM.</sup>

Points are awarded as follows:

- For every \$1.00 in receipts from stores located in the Vintage Faire Mall, a Participating School will receive 5 points in the School Cents<sup>TM</sup> program.
- Sponsor may offer periodic bonus opportunities as determined by Sponsor in its sole discretion.

## **General Terms and Conditions**

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEB SITE.

Sponsor maintains this website (this "Site") for the use of the Participating Schools. Access to and use of this Site is subject to these Terms of Use. Sponsor reserves the right to update these Terms of Use at any time without notice to Participating Schools. Any changes or modifications will be effective upon the posting of the revisions on the Site. The most current version of the Terms of Use may be accessed by clicking on the Terms of Use link located on this Site. By using this Site, you accept, without limitation or qualification, these Terms of Use. If you do NOT agree to these Terms of Use, do NOT use this Site.

### **Duration of the Program**

Sponsor reserves the right to shorten, modify, or cancel the School Cents<sup>TM</sup> Program at its discretion, at any time.

### **User Representations and Warranties**

By using this Site, you are representing to Sponsor that you have the power and authority to accept these terms and to enter into this Agreement, that you are capable of assuming, and do assume, any risks related to the use of this Site and its content, and that you understand and accept the terms, conditions and risks relating to your use. You may not use this Site or accept these Terms if you are not of a legal age to form a binding contract.

### Accuracy and Completeness of Information

While Sponsor uses reasonable efforts to ensure that the information contained in this Site is accurate and reliable, Sponsor makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors in the content of this Site.

#### **Limitation of Liability**

Sponsor is not responsible for incorrect or inaccurate transcription of data, for problems related to any of the equipment or programming associated with the School Cents<sup>TM</sup> Program or utilized by a Participating School, for any human error, any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for any problems relating to computer equipment, software, inability to access the Website or online service, or any other technical or non-technical errors or malfunctions.

In no event will Sponsor, its affiliates, employees, partners, suppliers, or other third parties mentioned at this site be liable to you or to any third party for any special, incidental, indirect, consequential or punitive damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption), arising out of the use, inability to use, or the results of use of this site, any web sites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not foreseeable or whether Sponsor has been advised of the possibility of such damages. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Sponsor, its parent companies, affiliates, subsidiaries, advertising, promotion; and fulfillment agencies, are not responsible for any products or services offered by the participating merchants. Sponsor and its affiliates specifically disclaim any representations or warranties, express or implied, regarding the products and services offered by any rewards partners, including any implied warranty or merchantability or fitness for a particular purpose and implied warranties coming from course of dealing or course of performance, to the fullest extent allowable by law.

### Indemnification

You agree to defend, indemnify and hold Sponsor and its affiliates, employees, partners, suppliers and related third parties harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or in any way related to your use of the Site or participating in the School Cents<sup>TM</sup> Program, any material contained therein by you, or by your breach of the terms of these Terms.

### **Modification of Site**

Sponsor will periodically revise the information, services and resources contained in this Site (pursuant to its sole and absolute discretion) and reserves the right to make such changes without any obligation to notify past, current or prospective visitors. Sponsor encourages you to visit this Site frequently to stay informed.

#### Your Use of the Site

You may download content for non-commercial, personal use only, provided copyright, trademark or other proprietary notices remain unchanged and visible. No right, title or interest in any downloaded materials is transferred to you or to any user as a result of any such downloading or copying.

You agree that you will not otherwise copy, modify, alter, display, distribute, sell, broadcast or transmit any material on the Site in any manner without the prior written permission of Sponsor.

#### No Unlawful or Prohibited Use

As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You will not in connection with your use of this Site: (a) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation; (b) interfere with or disrupt the computer networks of School Cents or attempt to do so; (c) upload, post, transmit, publish, or distribute any material that infringes, violates, breaches or otherwise contravenes the rights of Sponsor or any affiliate of Sponsor, (d) upload, post, transmit, publish or distribute any material or information that constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law. Any unauthorized use of the Site will terminate the permission or limited, non-exclusive license granted by these terms and may violate applicable law including copyright laws, trademark laws, and communications regulations and statutes.

### Links to Third Party Sites

As a convenience to users, this Site may link to other sites owned and operated by third parties and not maintained by Sponsor. Sponsor has no control over these linked sites, all of which have separate privacy and data collection practices and legal policies independent of Sponsor. Sponsor is not responsible for the contents of any linked sites and does not make any representations regarding the content or accuracy of material on such sites. Viewing such third party sites is entirely at your own risk. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

### **Governing Law**

The laws of the State of California shall govern these Terms and Conditions. Each participant hereby expressly consents to exclusive jurisdiction and venue in the courts located in Los Angeles, California for all matters arising in connection with these Terms and Conditions or participant's participation in the Program.

### **PRIVACY NOTICE**

This Site is sponsored by Macerich Management Company. For information concerning Macerich's and School Cents' privacy policies, see <u>https://www.macerich.com/Privacy</u> and shoppingpartnership.com